

## Solicitors' Journal &amp; Reporter.

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To CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

## CURRENT TOPICS.

A CORRESPONDENT of the *Times* has discovered a defect in the Act which has just been passed "to consolidate and amend the law for preventing frauds upon creditors by secret bills of sale of personal chattels," and which will come into operation on the 1st of January next. The Act provides (section 10) that a bill of sale shall be registered within seven days after its execution, and (by the same section) that "in case two or more bills of sale are given, comprising in whole or in part any of the same chattels, they shall have priority in the order of the date of their registration respectively as regards such chattels." The writer points out, in effect, that seven days, at any rate in the case of country practitioners, is not too long a period to allow for effecting registration, that if the holder of a bill of sale

registers within that time he is perfectly in order, and yet that he may nevertheless be overridden by another person taking a bill of sale, which "though ulterior, and in itself fraudulent, may, by accident, or, it can easily be imagined, by design, become legalized at the expense of an innocent party." The writer goes on to suggest, and we think correctly, that the defect might have been avoided by the addition to the clause of such words as "except in the event of two or more bills of sale becoming duly registered in the prescribed manner, in which case they shall respectively take precedence in the order of their date of execution." So far we agree with the gentleman who has pointed out this defect. But we venture to differ from him as to whether such defect can be cured by the rules which (section 21) "for the purposes of this Act may be made and altered from time to time by the like persons and in the like manner in which rules and regulations may be made under and for the purposes of the Supreme Court of Judicature Acts, 1873 and 1875." It seems to us that a rule such as he contemplates could hardly be considered a rule for the purposes of the Act, that is to say, for the purpose of carrying the Act into effect, inasmuch as it would be partially repealing an express enactment of the Act itself. But as the statute does not come into operation before the 1st of January next, not very much mischief can be done before Parliament will have an opportunity of passing a short amending measure.

THE REPORT of the Royal Commissioners appointed to inquire "into the constitution of the London Stock Exchange, and the mode of transacting business in that institution," has appeared in the *Times* and other newspapers, and has been read, no doubt, by the majority of our readers. Though an interesting document in itself, as giving a very clear account of the way in which both honest and dishonest dealings in stock and shares are conducted in the largest market of those commodities in the world, yet we cannot say that the report contains much that is of very great interest to the lawyer. No really important alterations in the law are suggested, and we do not think that it is very likely that any of the suggested alterations will be made. The first definite suggestion of legislative interference contained in the report is that all dealings before allotment, whether in foreign loans or the shares of new companies, should be prohibited by law under sufficient penalties. From this recommendation, however, three of the commissioners dissent, one of them recommending that "before resorting to prohibition by penal enactment, it should be seriously considered whether the law might not be so improved as to deal penally with all promoters resorting to fraudulent practices in the issue of new schemes, leaving untouched all legitimate operators." It would be somewhat difficult, perhaps, to define what ought to amount to a "fraudulent practice" for this purpose, whether, for instance, mere selling or buying on the Stock Exchange for the purpose of getting the shares up to a premium ought to be considered fraudulent, but on the other hand there is no doubt that a penal enactment of the kind proposed in the report would prove ineffectual if the general public and their agents on the Stock Exchange could not be brought to look at dealings before allotment as being in themselves improper. The report also suggests, in perhaps rather a tentative way, the propriety of appointing some public functionary to examine into the soundness and general stability of new loans and companies, rather than that the matter should be left to the Stock Exchange itself. Two of the commissioners object very strongly to this proposal, one of them pointing out that the existing rules apply exclusively to regularity in bringing out the concern and in no way to the ultimate probability of success or profit, and both of them concurring in the view that if the fact of an

inquiry by the committee is misleading to the public, that evil would be vastly increased if a public official were, so to speak, to give his *imprimatur* to a new undertaking. "The public," says Mr. Stanhope, "would inevitably rush to the conclusion that any scheme which had received the stamp of his approval must certainly be sound, and then his appointment would have a tendency to impair the individual vigilance which would otherwise be exercised." It is impossible not to see that there is great force in these objections. The report then proceeds to deal with the evils arising from dealings undertaken for the mere purpose of speculation. As to these, the commissioners say, "We do not think it is practicable to make bargains entered into for the purposes of speculation or gambling any more illegal than they are at present, and we do not propose any change in the law." The commissioners then proceed to deal with what are called certain minor points, in which they are of opinion that the existing system might, with advantage, be modified; but as the changes they recommend are such as can be carried out by the Stock Exchange itself, without the assistance or interference of the Legislature, it is not necessary from our point of view to enter into any examination of them. The last recommendation, however, of the commissioners is one to which we may allude, as it would bring the Stock Exchange by a kind of side wind under the control of the State. It is proposed that the Stock Exchange should, of course with its own consent, be incorporated. "The first bye-laws [of the body thus incorporated] might be framed," say the commissioners, "on the present rules and regulations with the alterations we have suggested; and power might be given to the corporation to alter them from time to time, subject only to the provision that no alteration should become operative until approved by the President of the Board of Trade or some other public authority competent to form a judgment on the propriety of any proposed change." It appears to us to be very unlikely that the Stock Exchange will abandon its present freedom of making its own rules for the sake of incorporation; and on this point, as well as on the others we have mentioned, the "reservations" of the dissentient members seem to be of great weight and force.

THE 25TH SECTION of the Companies Act, 1867, continues to provide work for the courts, and our readers will find in this week's issue of the WEEKLY REPORTER a case under that section, which we can recommend as very suggestive reading. When the Master of the Rolls says, as he does in this case, that "it may be, and he believes it has often happened, that this section, passed to prevent fraud, has been the instrument of fraud," and when he is followed by Lord Justice James, who concurs in holding the innocent applicants to be hit by the section, "but thinks it is a hard case," and when Lord Justice Bramwell says that "when it is urged that the case is a hard one, this rather tends to show that the Act applies," it is surely time to think whether the section cannot be amended or, if necessary, repealed. Our readers are aware that the rigour of the section has been recently, and, perhaps, rather unexpectedly, tempered in the case of transferees for value of shares purporting to be fully paid up, but which in fact have not been paid up in cash, where such transferees had no notice of the shares not being so paid up: see *Nicholls' case* (26 W. R. 334, L. R. 7 Ch. D. 533, and in the House of Lords *sub. nom.*, *Burkinshaw v. Nicholls*, 26 W. R. 819). But in the case to which we have referred, namely, *Potter and Brown's case*, notice of the contract to issue fully paid-up shares to a vendor was held sufficient to make mortgagees of the vendor liable as contributories in respect of some of the shares registered in their names by the order of the vendor and for the purpose of satisfying their mortgage, such notice having been held to have been acquired in consequence of the

presence of the mortgagees at the meeting when the contract was adopted. We do not in any way question the correctness of the decision, but we call attention to it for the purpose of suggesting that, in any future legislation on the subject, it would be easy to provide, under penalties, that the certificates of all shares issued as paid up, but which have not been paid up in cash, should bear on the face of them a notification to that effect. If this were done, transferees would in each case have actual notice, and so be put on their inquiry as to registration, and many "hard cases" would cease to be possible.

OUR LONDON READERS, at any rate, are aware, perhaps some of them are painfully aware, of the fact that the Long Vacation is not what it was in the ancient days of, say, four or five years ago. With a judge, a crowded bar, and a long list once a week in Lincoln's-inn, and a judge sitting two days a week in chambers, to say nothing of masters and chief clerks, it seems almost a profanity to call the interval between August and November by the name of the Long Vacation—a name that still retains some of the sweetness which it had to our youthful ears. In this altered state of things it is no wonder that every relic of the old times that persists in being simply what it has always been finds itself surrounded by a cry of "move on" or rather "move off". Accordingly we were not surprised to see in the columns of a weekly paper an anticipatory protest against the enormity of allowing the libraries of the Inner and Middle Temple to be both closed during the now busy month of September. The writer, who apparently reckons without his hosts the benchers, suggests that the librarians and porters of the Middle Temple might take their holiday from the 15th of August, and those of the Inner Temple from the 15th of September. The meaning of this we suppose to be that during the closing of the one library a member of either Temple is to have the run of the library of the other; and in practice and by the help of personal friends this might perhaps in the majority of cases be brought about, though we believe the benchers are not, to say the least, too anxious to make their treasures available for the use of their neighbour. Whether the expedient thus suggested would be sufficient to meet the requirements of the bar is doubtful; but one thing, at any rate, is clear, and that is that closing both the libraries for a whole month is, in the existing state of things, a hardship on those barristers who carry out the vacation business. In Lincoln's-inn the library is absolutely closed for only ten days, namely, the first ten days in September, and this is found to afford a sufficient time for the annual cleansing and scouring of the room.

The *Manchester Guardian* is responsible for the following report of a case decided last week by the judge of the Bolton County Court:—A woman named Mary Worthington, of Slaterfield, brought an action against Thomas Atherton, of Weston-street, to recover £4 4s. for seven weeks' maintenance of his wife. Mrs. Atherton said she left her husband for beating her, drinking, stopping off his work, and breaking the furniture.—The judge: He has a right to break his own furniture. That is no reason for a wife leaving her husband.—Defendant denied the alleged cruelty, and said he would find his wife suitable lodgings if she would return to him.—Mrs. Atherton, however, said she was unwilling to live in lodgings.—The judge told defendant's wife there were women quite as respectable as she was who had to live with their husbands in lodgings and were glad to do it; and though her husband's conduct might have justified her in leaving him for a time, she was not justified in remaining away. In these cases the husband was the master. What the poet said was good theology, "He for God only, she for God in him"; and it was for the woman to obey her husband except under certain circumstances. The verdict must be for the defendant.

## MORTGAGEE'S COSTS.

The question of a mortgagee's right to add to his debt the amount of costs incurred by him in defending the title to or otherwise protecting the mortgaged property has very recently been before the Master of the Rolls in a case of *Blease v. Morris*, which has not yet been reported; and as the decision gave in some respects a new aspect to the question, we propose to call the attention of our readers to it. It will be convenient, first, to state generally the condition of the law as it appears on the face of the less recent authorities.

We may begin by pointing out that the proposition laid down by Mr. Fisher in his work on Mortgages (3rd ed., p. 1017), that "a mortgagee will not have the costs of litigation arising out of the wrongful act of a stranger, although it be directed against the mortgaged estate," is not law. The only authorities given in support of this proposition are *Doe dem. Holt v. Roe* (6 Bing. 447) and *Owen v. Crouch* (5 W. R. 545). Both of these cases were decided by courts of first instance; and if this were not so, and they had been similarly decided by the House of Lords, neither of them would form a sufficient ground on which to base so wide a proposition. The true rule of the court is that a mortgagee will be allowed his expenditure in defending the mortgaged property from attack, and he will, therefore, for instance, be allowed his costs of litigation arising out of a trespass or any other wrongful act of a stranger which would damage or defeat the title of himself and his mortgagor. The first reported case in which the rule is laid down is *Godfrey v. Watson* (3 Atk. 517), decided by Lord Hardwicke, and it is there very clearly enunciated in the following terms:—"If a mortgagee has expended any sum of money in supporting the right of the mortgagor to the estate, when his title has been impeached, the mortgagee may certainly add this to the principal of his debt, and it shall carry interest." It will be seen that Lord Hardwicke here treats the expenditure as being in the nature of a fresh advance, and says that it will carry interest. The natural conclusion from this would be that the rate of interest would be the same as that on the original debt, just as in the case of advancements made by a mortgagee for the purpose of renewing leaseholds; see *Woolley v. Drag* (3 Anst. 551), where the principal money lent carried interest at the rate of 25 per cent., and in a suit for redemption, the deputy remembrancer having allowed only 4 per cent. on the money advanced for renewals, the court allowed an exception on this point, saying that "the interest upon the advances must be regulated by the interest payable upon the money lent." However, it appears that the court is not tied down to this, but may allow the ordinary rate of interest, namely, 4 per cent.; see *Quarrell v. Beckford* (1 Mad. 269), where, in the case of a mortgaged estate in Jamaica 6 per cent. as being the current rate in the island was allowed on outlay for improvements, which, so far as the mortgagor is concerned, is an expenditure on all fours with costs incurred in defending the property.

Coming now to the recent case to which we have referred, the Master of the Rolls there treated as obsolete the idea that costs incurred by the mortgagee are to be treated as fresh advances in order that he may recover them with interest. He said that the true way of regarding such costs was to look upon them as expenses incurred in salvage. This plainly puts the matter on a new footing, at least as regards the question of the rate of interest, and as the costs in that case happened to be of an exceptionally varied kind the actual decision is itself a good example of the results to which this principle of regarding the costs will lead. The material facts of the case were as follows:—The property was a tramroad or railway worked for the conveyance of goods and passengers. The mortgage was an equitable one for securing the payment of the purchase-money, and under the terms of the agreement

creating the mortgage, the mortgagee, that is to say the vendor, was to continue in possession and to work the tramroad for his own profit, and without rendering any accounts, and the principal debt was not to carry any interest. The action was for redemption, and the mortgagee claimed a large sum of money for costs incurred by him (1) as plaintiff in an unsuccessful suit in chancery, instituted by him for the purpose of restraining a trespass; (2) as defendant in an action at law brought against him for digging a ditch, his defence being that it was dug on a part of the mortgaged property; (3) in respect of opposition made by him in the interests of the tramroad to certain Bills in Parliament; and (4) in an action brought by him against the mortgagor asking for sale of the mortgaged property, but in which no proceedings had been taken since the decree. The Master of the Rolls having held that the mortgagee was entitled to have all these costs added to his security, the question arose whether he was entitled to interest on them, and if so, at what rate. On the one hand, it was contended that he was entitled to interest at the rate of 4 per cent. from the times when the costs were respectively paid; and on the other, it was urged that the costs being in the nature of fresh advances carried no interest, inasmuch as the original debt did not carry interest. It is clear that on the principle as it was formerly understood, namely, of the expenditure being considered as a fresh advance, one of these views must have prevailed. But the Master of the Rolls, regarding it as a case of salvage, and considering that the proper way to look at it was that if the mortgagee for the benefit of the mortgagor pays an interest-carrying debt, he is entitled to be paid the debt and the interest it would have carried, decided that the mortgagee should be allowed interest at 4 per cent. on all the costs which he had paid and which had been actually taxed, for, of course, until taxation, no costs can carry interest. His lordship further extended this principle to another sum claimed by the mortgagee under an indemnity given to him by the mortgagor, where such indemnity fixed a day for payment, the rule being that a mere indemnity against payment of a sum of money does not give the party indemnified any claim to interest on the sum afterwards paid by him, but that fixing a day for recouping him his payment causes it to carry interest from that date.

This decision of the Master of the Rolls is, so far as we are aware, the first in which this view has been taken of the rights of a mortgagee in respect of what may be called the extra costs incurred by him. Such a way of dealing with his expenditure in respect of the mortgaged property would certainly be a surprise to any ordinary mortgagee with the notions of a man of business; and it has not the merit of the old view, in which, the expenditure being regarded as a fresh advance, there was a fixed and stable aspect about the matter which commended itself at any rate to old-fashioned lawyers.

The Jurisprudence Department of the Social Science Congress at Cheltenham will be presided over by Mr. A. E. Miller, Q.C., one of the Railway Commissioners.

"S. D." writes to the *Times* as follows:—"Will you kindly suggest to the benchers of Gray's Inn that they can add a most attractive feature to the great thoroughfare recently opened by throwing down the unsightly old wall which encloses their beautiful gardens and replacing it by railings? I feel satisfied that the improvement to their grass and trees will quite repay the outlay."

On the 8th inst. Mr. Murray moved, in the Queen's Bench Division, for the direction of the court with respect to a rule obtained by him on the 3rd of June against Mr. Charles James Cooke, of Newent, solicitor, to answer the matter of certain affidavits. Mr. Cooke had not filed any affidavit in answer, and no one now appeared for him. The court made an order suspending Mr. Cooke from practising for twelve months, and until the further order of the court.



## Cases of the Week.

**RECEIVER—CROSS-EXAMINATION OF SURETY—VACATION BUSINESS—RULES OF COURT, 1875, ORD. 61, R. 5.**—In a case of *Coudroy v. Brook*, before Manisty, J., sitting as vacation judge in the Chancery Division on the 14th inst., a question arose as to whether an application to cross-examine the sureties of a receiver appointed in the action was properly vacation business or not. The chief clerk had approved the names of the sureties on the evidence by affidavit before him as to their solvency, but refused leave on the 9th inst. to allow any cross-examination of the sureties themselves as to their means before him in consequence of the press of business. The summons was adjourned into court, and the application renewed to the vacation judge. Manisty, J., did not consider it vacation business. He refused, also, on the merits, to interfere with what the chief clerk had done, and dismissed the application with costs.

**RIVERS POLLUTION PREVENTION ACT, 1876 (39 & 40 VICT. C. 75), s. 11—TRANSFER OF PLAINT FROM COUNTY COURT TO HIGH COURT—TERMS.**—An *ex parte* application was made in the Chancery Division on the 14th inst., to the vacation judge, to direct a transfer of a plaint about to be immediately heard in the local county court to the Chancery Division of the High Court under section 11 of the 39 & 40 Vict. c. 75. The circumstances were as follows:—The plaint was for an injunction to restrain the pollution of the River Weaver by the defendants, the Local Board of Nantwich in Cheshire, and the defendants contended that a question of considerable importance was involved, and that the matter might be much more conveniently disposed of in the Chancery Division, as that division had more cognizance and experience of such cases than the inferior court. By section 11 of the Act, "Any plaint entered in a county court under this Act may be removed into the High Court of Justice by leave of any judge of the said High Court, if it appears to such judge desirable in the interests of justice that such case should be tried in the first instance in the High Court of Justice and not in a county court, and on such terms as to security for and payment of costs, and such other terms (if any) as such judge may think fit." Manisty, J., considered that, under the circumstances, it was a case that would be more properly tried in the Chancery Division, and ordered a transfer accordingly. He made the order without imposing any "terms."

**RAILWAY COMPANY—ARBITRATION—ORDER TO TAKE UP AWARD—VACATION BUSINESS—LANDS CLAUSES ACT, 1845, ss. 35, 36.**—In a case of *Templer v. Swett*, before the vacation judge on the 14th inst., an application was made that the company might be ordered to take up the award under section 35 of the Lands Clauses Act, 1845, of an umpire as to the compensation to be paid for the plaintiff's lands, and that the submission might be made a rule of court. It was contended for the company that such an order was not properly vacation business, but Manisty, J., considered that it was, and ordered the company to take up the award within fourteen days.

**PRACTICE—ORDER FOR SUBSTITUTED SERVICE—EVADING SERVICE—RULES OF COURT, 1875, ORD. 9, R. 2.**—In a case of *Loddell v. MacDougall*, before the vacation judge on the 21st inst., the question arose whether his lordship had power to direct an order for substituted service on the defendant at his last known address under ord. 9, r. 2, where it appeared on the affidavits that the defendant had absconded and was evading service. Reference was made to a case of *Cook v. Dey* (24 W. R. 362, L. R. 2 Ch. D. 218), where Hall, V.C., had doubted the jurisdiction under the above rule to make an order for the substitution of notice for service. Manisty, J., considered the order quite large enough to cover the case, and said it was so considered in the common law divisions. He directed substituted service at the defendant's last known address.

**PRACTICE—MANDAMUS TO COUNTY COURT JUDGE TO HEAR CASE.**—An application was made to the vacation judge on the 21st inst., in the *Matter of the County Court Judge of Rugeley*, for an order nisi for a mandamus to the county court judge, directing him to hear an application which he considered he had no jurisdiction to hear, and which he had dismissed with costs. Manisty, J., refused to make an order nisi, but extended the time within which the application might be made to the divisional court at Westminster until the eighth day of the next sittings.

## Societies.

### UNITED LAW STUDENTS' SOCIETY.

This society held its first vacation meeting at Clement's inn Hall, on Wednesday, the 14th inst., Mr. E. H. Quicke in the chair. Mr. A. H. Spokes opened, in the negative, the following subject for the evening's debate, viz.:—"That the arrangements effected by the Treaty of Berlin and the Anglo-Turkish Convention are worthy of the approval of the country generally." He deprecated the policy pursued by the Government towards Greece in the late Congress, the new division of Bulgaria, and the recent expenditure on warlike preparations. The discussion was continued by Mr. Moyle, followed by Messrs. Kains Jackson, Collyer, and Hadley, and at its conclusion the chairman put the question to the meeting in the usual manner, when the affirmative was carried by a majority of four. The next meeting of the society during the Long Vacation will take place on Wednesday, the 28th inst. Mr. E. H. Pickersgill is appointed to open the debate on that occasion.

## Obituary.

### MR. HENRY PLUMBE.

Mr. Henry Plumbe, solicitor, of Cheltenham and Winchcomb, died on the 5th inst. at his residence at the latter place from apoplexy, after a few hours' illness. Mr. Plumbe was the only surviving son of Mr. Samuel Plumbe, surgeon, of Southampton-street, Bloomsbury. He was born in 1823, and was admitted a solicitor in 1852. Shortly after his admission he commenced practice at Cheltenham in partnership with Mr. Joseph Cooper Straford, and in 1858 he removed to Winchcomb, though he retained his offices at Cheltenham. He was appointed registrar of the Winchcomb County Court (Circuit No. 53), and clerk to the county magistrates, and to the Winchcomb Board of Guardians, and to the Commissioners of Land, Assessed, and Income Taxes for the district of Ford. He was also steward of the manors of Winchcomb and Sudeley, superintendent registrar, a commissioner to administer oaths in the Supreme Court of Judicature, and a perpetual commissioner for Gloucestershire. He took an active part in all local business, and had been for several years churchwarden of the parish of Winchcomb, and honorary secretary to the Winchcomb Agricultural Society. He was married to a daughter of Dr. Thomas Newman, of Cheltenham, and he leaves several children.

## Appointments, &c.

Mr. JOHN ARTHUR ROEBUCK, Q.C., M.P., has been sworn in as a Member of her Majesty's Privy Council. Mr. Roebuck is the son of Mr. Edward Roebuck, of Madras, where he was born in 1801. He was called to the bar at the Inner Temple, in Hilary Term, 1831, and was formerly a member of the Northern Circuit. He became a Queen's Counsel in 1843, and is a bencher of the Middle Temple, of which society he was treasurer in 1857. Mr. Roebuck represented Bath in the Liberal interest from 1832 till 1835, and was elected member for Sheffield in 1841. He lost his seat for the last-mentioned place in 1868, but regained it in 1874. He is the author of "The History of the Whig Ministry of 1830," and other works.

Mr. WILLIAM SMITH, solicitor, of Stockport, has been placed in the Commission of the Peace for that Borough. Mr. Smith was admitted a solicitor in 1856.

Mr. JOHN LINGARD VAUGHAN (late of the firm of Vaughan & Sons), of Stockport and Heaton Norris, has been placed in the Commission of the Peace for the Borough of Stockport. Mr. Vaughan, who has recently retired from practice, was admitted a solicitor in 1841, and was clerk to the Stockport and Hyde Highway Board, and also to the Land and Income Tax Commissioners for the Stockport Division. The former appointment is now held by his son, Mr. George Lingard Vaughan, solicitor, and the latter by his son, Mr. Augustus Fossett Vaughan, solicitor. Mr. Vaughan is an alderman of the borough of Stockport, and has been a member of the Stockport School Board since its formation.

## The Railway Commission.

April 4, 5, 13; May 10; June 1.—*The Aberdeen Commercial Company and The Aberdeen Lime Company v. The Great North of Scotland Railway Company.\**

Toll clauses—Construction of—Manure traffic—Artificial and natural manures—Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), s. 2.

If a railway company carry traffic, whether they carry as common carriers or in any other character, they are equally bound not to exceed, except as expressly empowered, the authorized scale of tolls; and an intimation to consignors that they do not profess to carry certain traffic, or that they are not common carriers of it, is of no avail to entitle them to impose their own rates of charge regardless of limiting clauses.

The special Act of a railway company enacted that (section 52) "they may demand any tolls for the use of their railway not exceeding the following:—In respect of the tonnage of all articles conveyed upon the railway or any part thereof, as follows:—For all dung, compost, and all sorts of manure, per ton per mile, 2d., and if conveyed by carriages belonging to the company an additional sum per ton per mile of 1d.;" that (section 53) "the toll which the company may demand for the use of engines for propelling carriages shall not exceed 1d. per ton for each passenger or animal, or for each ton of goods or other articles;" that (section 55) "it shall not be lawful for the company to charge in respect of the several articles and things hereinafter mentioned, conveyed on the railway, or any part thereof, any greater sum, including the charges for the use of carriages, wagons, or trucks, and for locomotive power, and all other charges incidental to such conveyance, than the several sums hereinafter mentioned, that is to say, for dung, compost, and all sorts of manure, 2d. per ton per mile," &c.

Upon complaint that such railway company refused to carry dung, compost, manure, bones, guanos, phosphates, and all articles of a like nature, and announced that they would, however, at the request of parties, and upon certain conditions, and at agreed rates (but not otherwise), provide wagons or locomotive power, or both, to persons desiring the use of the railways owned, worked, or used by the railway company for the purpose of allowing them to forward any of the above-named articles from or to any of the stations.

Held, that the 55th section had not less reference to tolls demandable from persons using the railway than the 52nd and 53rd sections, and that 2d. per mile per ton was the maximum total charge which the railway company could demand for any sort of manure conveyed on their railways.

The expression "all sorts of manure" in a toll clause includes all sorts both of artificial and natural manures *bona fide* forwarded for the purpose of being used as fertilizers.

A railway company provided wagons to traders who loaded and unloaded on their own premises, and who hauled the wagons to and from the stations for that purpose at their own expense.

Held, that some remuneration was due to the railway company for their wagons being used elsewhere than upon their premises, and that a reasonable sum to be paid to them would be an amount not exceeding 1d. per ton.

This was an application by the Aberdeen Commercial Company and the Aberdeen Lime Company under the 2nd section of the Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), for an order enjoining the Great North of Scotland Railway Company to desist from charging the applicants any higher rates than by law the said railway company were authorized to charge; and to desist from charging the applicants more for the carriage of guano and other manures than they charged the town council of

Aberdeen, and thereby subjecting the applicants to undue prejudice and disadvantage; and also to desist from requiring the applicants to sign any agreement whereby the applicants undertook to pay illegal and excessive charges for the conveyance of guano and other articles.

The applicants who traded in lime, coal, grain, manure, and other merchandise chiefly connected with agriculture, had branch depots, in places throughout the North of Scotland connected with their head offices in Aberdeen by the defendants' lines of railway. The applicants had for many years both sent and received goods by the railway of the defendants, who supplied wagons and locomotive power.

The defendants had expressly announced to the applicants and the public, that they did not profess to act as carriers of city dung, artificial manures, guano, bones, lime, coals, gas lime, oil-cakes, or grains, the whole of which were station to station traffic. On the back of the consignment-notes, used by those having traffic on the defendants' railway, there was printed a clause intimating "that the company are not common carriers of goods carried at station to station rates."

On the 1st of March, 1878, the defendants discontinued the use of the said consignment-notes, and declared that thereafter they would act as carriers of lime, coals, gas lime, oil-cakes, and grains, and would regulate their charges accordingly; but that they would not act as carriers of city dung, or of artificial manures, guano, or bones, and other articles of a like nature. They issued to the applicants and other traders a notice in the following terms, viz.:—

"Notice is hereby given, that the Great North of Scotland Railway Company do not profess to act, and do not act, as carriers of the undermentioned articles—viz., dung, compost, manure, bones (manufactured or unmanufactured), guanos, phosphates, sulphates, nitrates, muriates, kainit, coprolites (in any state), potash, salts, and all articles of a like nature. The company, however, at the request of parties, and upon certain conditions, and at agreed rates (but not otherwise), will provide wagons or locomotive power, or both, to persons desiring the use of the railways owned, worked, or used by the company, for the purpose of allowing them to forward any of the above-named articles from or to any of the stations, and on the harbour-rails at Aberdeen."

It appeared that the rates charged by the defendants to the applicants and other traders, up to the 1st of March, 1878, for the conveyance of lime, coal, guano, artificial manures, oil-cakes, and grain were illegal, being in excess of the maximum sums, and that, after the 1st of March, they ceased to charge such illegal rates for the conveyance of coal, grain, and lime, but refused to receive guano tendered by the applicants for the purpose of being forwarded and delivered at stations belonging to the defendants, unless the applicants signed an agreement to pay rates in excess of the maximum charges. The defendants, by their answer, said that the charges against the applicants for the use of their railway, and for locomotives and wagons for forwarding guano and other articles, were not illegal or excessive, because such charges were not made under the "limiting charges" clauses, which were only applicable to traffic of which the defendants acted as carriers, but under the "tolls clauses" of their Acts, which alone were applicable when, as in the case of the applicants' traffic, the defendants did not act as carriers.

It also appeared that the defendants charged the applicants for the conveyance of guano and other manure rates in excess of those charged the town council of Aberdeen for manure forwarded by them. The defendants justified such higher rates on the ground that the manures carried for the applicants were not city dung, but artificial manures of high value, which required special care and covering, whereas city dung, of which the traffic of the town of Aberdeen was exclusively composed, was comparatively valueless, and required neither care nor covering.

Pember, Q.C., and W. A. Hunter, appeared for the applicants.

Littler, Q.C., and R. E. Webster, for the defendants.

The court delivered the following judgment:—

The Great North of Scotland Railway Consolidation Act, 1859, section 55, enacts that "It shall not be lawful for the company to charge, in respect of the several articles, matters, and things hereinafter mentioned, conveyed on the railway, or any part thereof, any greater sum, including the charges

\* Reported by W. H. MACNAMARA, Esq., Barrister-at-Law.

for the use of carriages, wagons, or trucks, and for locomotive power, and all other charges incidental to such conveyance, than the several sums hereinafter mentioned, that is to say, for dung, compost, and all sorts of manure, 2d. per ton per mile," &c., &c.

The question we have to determine is whether the company can take more than this maximum total charge of 2d. a ton (or on their Deeside Railway under the corresponding section of the Act for that railway of 1½d. a ton) in respect of the manures which are conveyed on their railways on the requisition of the Aberdeen Commercial Company and the Aberdeen Lime Company, the complainants before us.

These parties also ask us to decide that more cannot be taken for their manures by the railway company than is being taken by them for city dung and compost. None of the articles, however, in respect of which this complaint is made, except gas lime, seem to us to be competitive articles with such refuse as city dung and compost, so as to render the carriage of these latter articles at lower rates an undue preference. Gas lime and city manure are, it appears, differently charged on the railways of the company, excepting their Deeside Railway, and there was evidence of some disadvantage arising from their not being similarly charged; but, on the whole, we do not think the ground of competition or undue preference to be one on which we could interfere in this case.

The charges which the railway company make for artificial manures, bones, guano, &c., conveyed between Aberdeen and any of the other stations on their railways are considerably more for the distance to most of those stations than at the rate of 2d. per ton per mile, but they say that these charges are tolls for the use of wagons and for locomotive power, and tolls for the use of the railway, and that the restriction as to a maximum total charge contained in section 55 does not extend to tolls, but applies only to any charges they may take as railway carriers.

Previously to the 1st of March last the railway company were in the habit of printing a memorandum on the back of their consignment notes, stating, amongst other things, that "they were not common carriers of goods carried at station to station rates, and would not be responsible for any loss, damage, or delay, except upon proof that such damage, loss, or delay arose from wilful fault or negligence on the part of the company's servants." And up to the time this memorandum remained in force, the company regulated their charges in respect of other articles in which the complainants deal, such as lime, coal, oilcake, and grain (all station to station articles), in the same manner as they still do in respect of the manures; but, as stated in their answer to the application, they discontinued the use of these notes from the 1st of March last, and have since that date acted as carriers, at the rates by their Act authorized, of lime, coal, gas lime, oilcakes, and grains.

By a notice, however, dated the 4th of February, 1878, and which took effect from the same 1st day of March last, they announced that "they did not profess to act, and did not act, as carriers of the undermentioned articles, viz., dung, compost, manure, bones (manufactured or unmanufactured), guanos, phosphates, sulphates, nitrates, muriates, and all articles of a like nature. They would, however, at the request of parties, and upon certain conditions, and at agreed rates (but not otherwise), provide wagons or locomotive power, or both, to persons desiring the use of the railways owned, worked, or used by the company for the purpose of allowing them to forward any of the above-named articles from or to any of the stations, and on the harbour rails at Aberdeen."

With reference to the course adopted by the railway company previously to the 1st of March last, they appear to have considered that the memorandum on their consignment notes, that they were not common carriers of goods carried at station to station rates, had the effect of making any sums they charged for carrying such goods to be as it were rates under special contract; and that they were warranted in such circumstances in charging sums in excess of the amount limited by their special Acts. Usually, however, the cases in which a railway company may by special agreement take charges over and above those to which it is limited are equally the subject of limitation, and in the case of the Great North of Scotland Railway Company the provision in regard to this matter is as follows:—"Provided always that nothing herein contained shall be held to prevent the company from taking any increased charge over and above the charges hereinbefore

limited for the conveyance of goods of any description by agreement with the owners or persons in charge of such goods, either in respect of the conveyance thereof, except small parcels by passenger trains, or by reason of any other special service performed by the company in relation thereto." (Act 1859, section 62.) If, therefore, a railway company carry, we think that, whether they carry as common carriers or in any other character, they are equally bound not to exceed, except as expressly empowered, the authorized scale of tolls; and in our opinion, if the Great North of Scotland Company do really carry the complainants' traffic conveyed on their railway, an intimation that they do not profess to carry such traffic, or that they are not common carriers of it, is of no avail to entitle them to impose their own rates of charge regardless of limiting clauses.

But the notice of the 4th of February is also an announcement that the company considered themselves to be toll takers only as regards the articles specified in that notice; and assuming such to be the case, the question is whether the table of tolls which they have published for the acceptance of persons using their line, and which the complainants have only submitted to or acquiesced in under protest, exceeds or not the tolls which the railway company are authorized to take. By section 52, "they may demand any tolls for the use of their railway not exceeding the following:—In respect of the tonnage of all articles conveyed upon the railway or any part thereof as follows:—For all dung, compost, and all sorts of manure, per ton per mile, 2d., and if conveyed by carriages belonging to the company an additional sum per ton per mile of 1d." Section 53 enacts that "the toll which the company may demand for the use of engines for propelling carriages shall not exceed 1d. per ton for each passenger or animal, or for each ton of goods or other articles, in addition to the several other tolls or sums by this Act authorized to be taken." The company do not impose the full amount of these different maximum tolls added together, and if the 55th section, which we have already recited, and which fixes the maximum total charge for use of railway, for use of wagons, and for locomotive power (such maximum total charge being 2d. per ton per mile for dung, compost, and all sorts of manure, and on the Deeside Railway 1½d.) relates not to tolls, but only to rates for traffic carried by the railway company, it cannot be shown that the complainants are, or have been, overcharged by the company considered as toll takers. We have, however, no hesitation in saying that in our opinion the 55th clause has not less reference to tolls demandable from persons using the railway than the 52nd and 53rd clauses have, and that 2d. per mile per ton (and on the Deeside Railway 1½d.) is the maximum total charge which the company can demand for any sort of manure conveyed on their railways.

The tolls and charges to be taken by virtue of the special Act all apply in the first instance to the case of persons using the railway of the company, or using carriages or power for drawing provided by the company; and it is the incorporated Public Act, "The Railway Clauses Consolidation Act, 1845," which makes such tolls and charges to be in addition the limit of what the company may take when they themselves act as carriers; so that in truth the maximum total charges are the same whether the company act as carriers or merely provide others with wagons and locomotive power for them to carry.

It follows from this that it is not a material consideration in the present case whether the railway company, notwithstanding their notice of the 4th of February, have been as a matter of fact the carriers of the traffic conveyed on their railway; but the evidence was to the effect that they have been so, and that neither their railway nor their engines have been used by the complainants in the sense of the user mentioned in the toll clauses.

It was suggested upon the argument, whether, if not the bones or the guanos, the artificial manures, or some of them, ought not to be regarded as not being aptly described as a sort of manure, but rather as falling under a higher class of 4d. per ton per mile, in which, in section 55, are comprised drugs and manufactured goods, and also articles, matters, and things not otherwise classed.

We are, however, of opinion that the expression "all sorts of manure" includes all sorts, both of artificial and natural manures, *bona fide* forwarded for the purpose of being used as fertilizers; and we were properly reminded by counsel that toll clauses are to be construed with strictness, and that it is the public, rather than the parties who have obtained the



special Act containing such clauses, in whose favour any ambiguity of meaning should be determined.

The premises of the complainants in Aberdeen are distant one quarter of a mile from the Deeside Station of the railway company, and half a mile from their North of Scotland Station, but are in through communication with each station by means of a line of rails belonging to the Aberdeen Harbour Authorities, who have the power to levy rates on goods conveyed over their rails. No rates are leviable on such goods as are traffic of the railway company, because, under Act or agreement, the railway company pay annually a fixed sum in lieu of rates; but rates can be levied, though in practice none are levied, on the traffic of all other persons. The complainants are provided with wagons by the railway company, and they load and unload on their own premises, hauling the wagons to and from the stations for that purpose at their own expense.

The railway company state in their answer to the application (what was not before known to the complainants) that their rates include a claim for extra services, that is to say, for use of wagons off their premises and use of the harbour rails, at the rate of 1d. a ton for Deeside traffic, and 2d. a ton for traffic going to the other or more distant station. It appears, however, that up to the present time, or till quite recently, all persons have been charged alike, whether these extra services have been performed for them or not, although the charges should have been, as the company admitted on their attention being called to it, lower, by 1d. or 2d. per ton as the case might be, to persons who did not require or did not receive the facilities for which that 1d. or 2d. terminal was added.

We think some remuneration is due to the railway company for their wagons being used elsewhere than upon their premises, and that a reasonable sum to be paid to them will be an amount not exceeding 1d. per ton; but as to a charge in consideration of the use of the harbour rails, seeing that all persons have the same right of transit over the rails that the company have, and that there is no delivery of the complainants' traffic to the railway company until it reaches their station, we think the company cannot in such circumstances make any charge on this account.

This, of course, will necessitate a reduction of charge on the other articles besides manures, for which the company charge the complainants a terminal of more than 1d., such as lime, coal, oilcakes, and grain.

Costs are granted to the complainants, and the railway company will be enjoined to desist from their overcharges.

The defendants subsequently applied to the commissioners to state a case for the opinion of the Court of Session in Scotland upon certain questions of law arising out of the judgment of the commissioners.

The commissioners gave the following decision:—

This is an application on the part of the Great North of Scotland Railway Company, the respondents in these proceedings, asking us to state a case, under the provisions of the 26th section of our Act of 1873, upon five questions proposed by them as questions of law for the opinion of a superior court; of these questions, however, the fifth was withdrawn by the company during the hearing of this application, and the other four only remain to be disposed of by us. These four questions are as follows:—

1. Whether the Railway Commissioners have any jurisdiction to entertain the application simply on the ground that the respondents have charged higher rates and tolls than they have by their Acts of Parliament power to charge?

2. Whether the respondents, having in pursuance of their notice of the 4th of February, 1878 (set out in paragraph 4 of the answer), provided to the applicants, at their request, locomotive-power and wagons, are entitled to make charges for the same, and for the use of their railways, under the toll clauses of their Acts of Parliament, or only under the clauses limiting the charges for the conveyance of goods?

3. Whether or not the amounts chargeable under the toll clauses are limited by the amount chargeable under the clauses limiting the charges for the conveyance of goods?

4. Whether or not the articles enumerated in the said notice of 4th of February, 1878, other than dung and compost, fall within the first class or the fourth class of the classification contained in the toll clauses and limiting charges clauses of the respondents' Acts respectively?

To the first question it was objected on the part of the applicants that, inasmuch as it contests our jurisdiction to

entertain these proceedings at all, the point ought to be raised, not upon a case stated by us, but by a motion for a prohibition or whatever is the analogous procedure in Scotland. There is much force in this objection, but the point involved is a question arising upon the construction of the Act of 1854, and we think that the company are entitled to take the opinion of the Court of Session upon it by means of a case if they desire it. For the reason following, however, we cannot adopt the precise form of question proposed. The ground on which we entertained the application of the Aberdeen Commercial Company was not that stated in the question, but was this, that a railway company that makes higher charges than it has by its Acts of Parliament power to charge, does not afford all reasonable facilities, according to its powers, for the receiving, forwarding, and delivering of traffic as required from it by section 2 of the Railway Traffic Act, 1854. The point then at issue is whether the view that we take of what constitutes a violation or contravention of section 2 is a right one, and to raise that point precisely the question proposed by the respondents must be modified; and the form in which we shall put it will be as follows:—

Whether in determining that a railway company does not afford all reasonable facilities within the meaning of section 2 if it makes illegal or excessive charges for the conveyance of traffic we have given a wider application or range to that section than is warranted in law?

Upon the second question as framed, and so far as it proposes as its subject whether the Great North of Scotland Railway Company were the carriers on their railway of the applicants' traffic or only took tolls in respect of it, we are also unable to grant a case. The question by whom traffic is conveyed is one altogether of fact, and we have decided as a matter of fact that the railway company did carry and convey upon their railway the particular traffic referred to. If a man, after permitting goods to be loaded in his van, were to harness his horses to the van and drive them with their load from one place to another, he would, in fact, have carried the goods to the latter place, and no amount of previous declaration that he would not, nor of prior bargain that he should not carry them, would avail to alter the fact. On the other hand, the mutual rights and liabilities resulting from the conveyance of the goods supposed would depend upon questions of law which would inevitably be more or less modified by the antecedent declarations or agreements of the parties.

The notice of the 4th of February, 1878, mentioned in the question, was a notice by the railway company to the effect that they did not profess to act and did not act as carriers of the undermentioned articles—viz., dung, compost, bones (manufactured and unmanufactured), guano, phosphates, sulphates, nitrates, marries, kainit, coprolites (in any state), potash, salts, and all articles of a like nature; but, the notice went on to say, the company would, at the request of parties, and upon certain conditions, and at agreed rates, but not otherwise, provide wagons or locomotive power, or both, to persons desiring the use of the railways owned, worked, or used by the company for the purpose of allowing them to forward any of the said articles.

The rates called in this notice "agreed rates" are stated on the back of the notice, and are headed, "Table of charges for the use of wagons and for locomotive power, and for toll for the use of the railway for the purpose of forwarding articles of which the company are not carriers, as per public notice on back hereof."

The rates under this heading, when divided by distance, are at a rate per mile per ton in excess of the rates authorised by the 55th section of the Great North of Scotland Consolidation Act, 1859, which 55th section is admitted to fix the maximum rates which the railway company can charge as an ordinary carrier on its railways.

In the case of the applicants' traffic, the railway company carried such traffic, but the company had previously to carrying it issued the notice of the 4th of February last, and on each occasion of the applicants requiring traffic to be forwarded they were obliged by the railway company to subscribe the terms of the notice, and did do so, but under protest.

Our decision upon these circumstances was, that notwithstanding the notice, and notwithstanding the subscription (under protest), the company were not entitled to charge higher rates than those mentioned in the 55th section, and

we further decided that even had our view been that the company under their notice acted or charged as toll-takers merely, and not as carriers, we should still have held that the "agreed rates" of their notice were illegal and unauthorized, on the ground that section 55 also applies to charges made by the company in the capacity of a toll-taker, the clause being in our opinion one of the toll clauses of the company's special Act of 1859.

The questions then corresponding to questions 2 and 3 suggested by the respondents, and arising out of our decisions, are:—

(1.) Whether, where a railway company carries and conveys traffic upon its railway, it can by such a notice and under such circumstances as those above-mentioned relieve itself from the obligation of carrying at rates not exceeding those which have been fixed by Parliament as the rates at which a company shall carry, and which in this case, pursuant to section 79 of the Railway Clauses Consolidation (Scotland) Act, 1845, are the sums fixed by the 55th section of the Consolidation Act, 1859? and

(2.) In the event of its being decided that it can so relieve itself, whether the railway company, professing as it does by the terms of its notice that the agreed rates mentioned in the notice must at any rate be limited by its toll clauses, the 55th clause is or is not one of such clauses, and its amounts consequently the limit of what can be charged as tolls for the services therein mentioned?

The fourth of the suggested questions is in our opinion a question of fact merely, indeed we did not hear the applicants upon this point. It is admitted that the question whether a given substance is or is not under given circumstances a sort of manure is a question of pure fact, but it is sought to import an element of law into the question by representing it as involving the construction of the Act. The question, it is said, is not whether any of these articles is or is not a sort of manure *simpliciter*, but whether it is or is not included in the expression "all sorts of manure" for the purposes of the Act. But the contention of the company, if well founded, would require us to read the Act of Parliament as if it ran "dung, compost, and all sorts of manure of the same sort," and although the construction of an Act of Parliament is *primâ facie* matter of law, we think it a necessary condition that each of the constructions contended for should be grammatically possible, and that the principle cannot be extended to a case like the present, where one of these constructions involves a contradiction in terms. We must, therefore, refuse to allow a case on this point.

Solicitors for the applicants, *Simson & Co.*, for O. & P. H. Chalmers, Aberdeen.

Solicitors for the defendants, *Dyson & Co.*, for T. J. Gordon, Edinburgh.

April 1, 2, 3; May 18.—*Hastings Town Council v. The South-Eastern Railway Company.\**

Station accommodation—Reasonable facilities—Construction of works—Extension and roofing in of platforms—Waiting and refreshment rooms—Booking office—Cattle pens—Railway and Canal Traffic Act (17 & 18 Vict. c. 31), s. 2.

Upon complaint that certain stations of a railway company were not adequate to the requirements of the traffic, the commissioners held that the railway company had not under the circumstances afforded reasonable facilities for the receiving and delivery of traffic upon its railway, and ordered that the platforms should be extended, and that a substantial part of such platforms should be roofed in; that the station yard should be so arranged as that carriages might set down and take up under cover; that more waiting rooms should be provided and a part of the station reserved for refreshment purposes; that the booking office should have more than one window for the issuing of tickets; that cattle pens into which the stock could be unloaded should be erected; and that a bridge which connected the up and down platforms, and by which persons at the station were required to cross the line, should be covered over.

This was an application by the Mayor, Aldermen, and Burgesses of the Town and Port of Hastings, under section 2 of the Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), for an order compelling the South-Eastern Railway Company to afford reasonable facilities for receiving, forwarding, and delivering traffic at and from Hastings and St. Leonard's Stations, owned by the said railway company,

and being within the limits of the municipal borough of Hastings.

The applicants stated that both the said stations were built twenty-five years ago, since which time the resident population had more than doubled; that at Hastings Station there were only two platforms, which were used indiscriminately for the up and down traffic of both the defendants and Brighton Railway Company; that there was only one booking office for passengers of all classes, and such booking office had only one window; that the station-yard was wholly uncovered; that the warehouse accommodation for goods was insufficient, and that there were no cattle pens; that at Hastings Station the platforms were too narrow, being not more than ten feet wide, and part of that space was taken up by columns; that there was only one small waiting-room for ladies on each platform; and that there was only one approach to the down line platform, and such approach was steep, narrow, and dangerous.

*Murphy, Q.C., F. M. White, Q.C., and J. M. Lely,* appeared for the applicants.

*Little, Q.C., W. H. Willis, Q.C., and Worsley,* for the defendants.

The COMMISSIONERS delivered the following judgment:—

The Corporation of Hastings complain against the South-Eastern Railway Company for contravening section 2 of the Railway Traffic Act, 1854, by not making their stations at Hastings and St. Leonard's adequate to the requirements of the traffic. They say it is necessary that at both places the passenger stations should be provided with more facilities for booking, more waiting rooms, broader platforms, and more space under cover, and that at St. Leonard's there should be a better approach and exit on the down side, and at Hastings some arrangements for refreshments. They say also that the goods station at Hastings is generally so overcrowded that constant and serious delays occur in the delivery of traffic, and that a larger goods shed, a yard less cramped for space, and docks at which live stock can be unloaded without risk, are urgently needed.

Hastings is the terminal station of the South-Eastern Company's Ashford Branch and Tunbridge Wells Branch, and also of the Brighton Company's South Coast Railway, and the Brighton Company use the station in common with the South-Eastern Company. The traffic, the passenger portion of it in particular, is very large, the number of passengers in and out in 1877 being 707,926, and the number of tons of goods traffic 109,183. Two things that are urgently required are additional ground for the purpose of giving a more extended area to the station, and a widening of the bridge by which the trains from the South Coast and the trains from Tunbridge Wells enter the station, and which at present is only wide enough for two lines of rails. The South-Eastern Company possessed at one time considerably more ground at Hastings than belongs to them at present, but as long ago as 1856 all they had no immediate occasion to use was sold by them as surplus property. Ten years afterwards, or about the time of agreements being made with the Brighton Company for a joint user of the station and a division of the Hastings traffic to London and other competitive places, the Act 29 & 30 Vict. c. 227, gave the South-Eastern Company power to enlarge their station by the acquisition of land adjacent to it, but the power was allowed to expire without being used, and since then the company have twice applied to Parliament for fresh compulsory powers, first in 1870 and again in 1875, each time, however, withdrawing their application on account of the trustees of the Cornwallis estate, with whom they had to treat, either opposing the land being taken, or demanding conditions for their assent which the company considered unreasonable. We do not feel called upon to say whether the company had or had not sufficient reason for not going on with their applications to Parliament in 1870 and 1875, but we can have no doubt that with the traffic of the two companies in and out of Hastings so large as it is, and every year becoming larger, it is necessary that the South-Eastern Company should find means to extend the limits of their station.

The other measure to which we have referred, the widening of the bridge near the station, is about to be carried out. The bridge would have been widened in 1875 but for a disagreement between the railway company and the Cornwallis estate trustees. The bridge carries the railway over a road used as a farm or accommodation road to the trust estate and also as a public footpath, and the trustees being

\* Reported by W. H. MACNAMARA, Esq., Barrister-at-Law.



desirous of converting the road into a carriage road and of having the bridge over it enlarged in proportion in height and width, objected to any new works which would not accomplish their purpose as well as that of the railway company. It has at last been agreed that the bridge shall, as soon as possible, be rebuilt by the company, the trustees making a contribution to the cost, and that the proportions of the new bridge shall be such as shall satisfy both sides. This agreement bears date 25th of March, 1878, or one month after the corporation had instituted proceedings in this case.

By the widening of the bridge, and we have only referred to that matter as it bears on the application of the corporation, the company become in a position to deal with one principal defect of the station, namely, its insufficiency of passenger platform accommodation. The up and down Ashford and Dover traffic, the up and down Brighton or South Coast traffic, and the up and down Tunbridge Wells South-Eastern traffic, have all to be served from two platforms 350 feet long each, and with a total superficial area of 1,330 yards, and that amount of space is admitted by the company to be insufficient for a passenger traffic at the rate of nearly 2,000 persons a day; and they have put before us a plan prepared by their chief engineer and approved by their board for giving an increase of area of nearly 2,000 superficial yards, by lengthening each of the present platforms more than 100 feet, and providing on a vacant space convenient for the purpose a third platform, 466 feet long, for excursion traffic. With three platforms instead of two and this considerable increase of area, the particular defect we are now upon will, in our opinion, be sufficiently met. The plan, including some new offices and waiting-rooms comprised in it, would, Sir Edward Watkin said in his evidence, "give an entirely new passenger station," and our order will require the company to extend the platform accommodation in the degree which has been admitted to be necessary, and which the plan of the company's engineer shows can be provided without difficulty, now that the bridge above referred to is about to be made wide enough to carry at least four lines of rails.

The next complaint is that passengers are not sufficiently protected from the weather, and it is suggested that there should be a roof over all the platforms, and also over that part of the station yard where carriages draw up. We think, considering the exposed position of the station, and that Hastings is a place of resort for invalids, that there is not enough shelter as things are, and we shall order a substantial addition to be made to the area of covered platform, and the yard also to be so arranged as that carriages may set down and take up under cover.

The corporation further complain of the absence of proper waiting rooms and office accommodation. There are but three small rooms besides the booking office, and even to obtain a third waiting room the refreshment room had to be sacrificed, and passengers deprived of the convenience of being able to get refreshments at the station. This is not as it should be at a station which is a terminal one for each of three lines, and at which the combined traffic reaches so large a total as the Hastings traffic now amounts to, and the company admit, in fact, that the accommodation in question is not sufficient by proposing, in the plan to which we have referred, to increase its superficial area by 2,300 feet. How that additional area would be arranged by them internally was not disclosed in evidence, but we shall feel it necessary to require the company to provide two general and two first class waiting rooms, each at least twice as large as the largest of the present rooms, and to reserve also a part of their buildings for refreshment purposes. We think also that in the booking office tickets for the South-Eastern Company ought to be delivered at more than one window.

The chief objection to the goods yard at Hastings is the small size of the goods shed, and the short supply of sidings with roads alongside for carts to get to the trucks to unload traffic waiting delivery. Some additional land was obtained for the goods yard by exchange in 1871, and in 1875 a considerable length of new sidings and lateral cart-roads was put in. It may be doubted whether the available area could be laid out to better advantage than it is, and it is not alleged that the despatch of outward goods is delayed for want of room or otherwise. As to the inward goods, the company say that 150 trucks can be unloaded at the same time, and that the number to be unloaded does not, even at busy times, average more than 110 per day, and had they the same control over inward goods as they have in

the case of outward goods, they believe there would be no delays in the delivery, but much of the inward traffic is station to station traffic, and as to such traffic the company depend for the clearing of their trucks upon the punctual attendance of consignees and carting agents, and they find it less easy than might be supposed to enforce punctuality under penalty of a siding rent or demurrage being charged.

It appears that the quantity of goods traffic in and out of Hastings in 1877 was 109,183 tons, of which 62,801 was South-Eastern and 46,382 Brighton and South Coast. Out of the 109,183 tons, 40,000 were coal, the balance being shed or warehouse traffic and outdoor goods, such as building materials and barrels of beer. The company have cultivated the coal traffic, and it has much increased, and at present, as their general goods manager admitted, their difficulty really is the getting rid of the coal from the station. Partial relief is obtained by the coal for the gas company, about 17,000 tons a year, being unloaded by the gas company at a part of the goods yard where it is out of the way of other traffic, and by their carts leaving the station by a separate road belonging to the corporation of the town and known as the waterworks road. It appears to us that, following the course taken with the gas company's part of the coal traffic, the railway company might, with the sanction of the corporation, provide for other coal besides that consigned to the gas company being worked from sidings at the same Ashford end of the station. Coal sidings might be put in there, as the gas sidings have been put in, and private merchants might then clear and cart away their coal in the same manner as the gas company do without obstructing the other work of the yard. The corporation ought, we think, to assent to this use of their road, and were this done (and pending an accession of land we see no better way of relieving the pressure) there would no longer be the delays there are now in handling the other traffic. At present the sidings are so full that the work of shunting and placing trucks in a convenient position for unloading cannot be expeditiously or properly carried on, and it is to this, more than to consignees or carriers coming late to the station, that the delays that are complained of are due. Such at any rate was the evidence of a number of persons locally conversant with the subject, and those on the side of the railway company, who alone had peculiar knowledge, their station master and their goods manager at Hastings, were neither of them called to contradict that evidence, if it could be contradicted.

There are, of course, considerable weekly consignments of live stock to Hastings, but it seems there are no cattle pens into which the wagons can be unloaded, and that the stock has to be driven at much risk through the open yard. About two years ago, on account of the remonstrances of the trade, a bank or raised platform intended for a cattle dock was erected, but it is unprovided with pens, and in practice is more devoted to the coal traffic than to facilitating the unloading of sheep and cattle. We think the pens should be added, and that the structure should be reserved, when wanted, for its original purpose.

With regard to the goods shed, there is no doubt that a shed of larger size is required. The company had a plan for an enlargement under their consideration last year, and the evidence of their engineer in chief was that but for want of space they would enlarge the goods shed. The shed measures 95 feet long by 45 feet wide, and besides being so small, has the disadvantage of having a dead end. But to provide such a goods shed and offices as would correspond to the growth and the necessities of the traffic would curtail the yard area, and the space the buildings would occupy cannot well be spared, it is said. Weighing then the reasons against as well as for our interference, we are not prepared to make any order on this subject of shed or warehouse accommodation, but as a goods yard cannot dispense with accommodation of that sort on a proper scale, it becomes almost imperative upon the company to seek for powers to make their yard large enough to include it. As far back as 1866 they sought and were granted parliamentary power to take into their yard a large strip of land on its town or sea side, and the present traffic is half as large again as it was in 1866.

Before we leave the Hastings Station we must call the attention of the company to the practice of loading fish forwarded from Hastings by the passenger trains from platforms used by the passengers. It is referred to several times in the evidence as a nuisance, and we sug-

gest the desirableness of some improved arrangement on this point being adopted.

The station at St. Leonard's is for passengers only, and the number of passengers in 1877 was 209,462, of whom 121,262 travelled by South-Eastern trains and 88,200 by trains of the Brighton Company. The number who paid first-class fares was about 35,000. The station has a small room for ladies on each side of the line, and on the up-side it has a second room, 20 feet square, where the passengers take their tickets. Waiting room accommodation so limited is represented as being quite insufficient for the traffic, and it is plain from their numbers that most of the passengers must wait about the platforms. But the platforms of this station are of less than the ordinary width, and upon part of them are pillars, to support a roof, which stand two feet nearer the edge than is allowed in modern work. The platforms are not quite 12 feet wide, and the pillars are 4 feet in from the edge. The passengers, therefore, must stand in the 8-foot space between the row of pillars and the wall at the back, and as their luggage must also take the same side of the pillars the passengers have not sufficient covered platform accommodation, the covered part of the two platforms being only about 400 feet long, out of a total platform length of 1,000 feet. In the station there is a bridge for crossing the line. It is a matter of complaint that this bridge is not covered over, and it seems to us reasonable that at a station in and out of which 200,000 persons pass in a year, the bridge by which persons at the station are required to cross the line should be covered over. We also think that the covered part of the platforms should be made a good deal wider, and that where, should such be the case, this may not be found to be practicable from the nature of the ground, the pillars at any rate should be removed and other means used to support the roof; and as regards waiting rooms, that besides the present small rooms there should be not less than two good-sized waiting rooms on each side of the line.

There is but one window for the issue of tickets, and as the issue from one window of three classes of tickets for each of two companies, the Brighton and the South-Eastern, cannot but cause an inconvenient crush at times, we are of opinion that the South-Eastern Company should have a separate window for its tickets.

The other principal complaint regarding this station is that the company have not laid out a yard outside their down or arrival platform large enough for flies and carriages to turn round in, and that they refuse to connect their station road on that side with some new streets abutting on it; and it is said that a populous district N. and N.E. of the station would be much approximated to it if the company would only remove their fence and allow ingress and egress by these streets. The company allege that their road is some feet below the level of the streets, and that the break between the two makes it impossible to give a through passage with a gradient that a carriage could work without at least beginning the incline in their cab-yard, and thus, as they say, still further diminishing the adaptedness of that yard for station purposes. They also object to their station road being made into a public thoroughfare. It is not, they say, sufficiently wide for a public street, and any general use of it would interfere with the station traffic. A plan of the streets showing levels has been put in, and we do not observe any difference of levels as regards two of the streets, the Alexandra and the Stainsby-streets; but the Danebury-road, which is not yet finished nor made a public road, is no doubt upon a higher level. The view we take of this part of the case is that the railway company ought to give their consent to the proposed openings into their approach road, as also to such widening of that road, if required, as the limits of their property will admit, provided that the public road authorities agree in consideration thereof to do the junction works and the work of widening the road, subject to the approval of the company's chief engineer, and to defray all the expenses of such works (any disagreement that may arise being referred to us for decision); and provided also, that they agree that the company shall have the right at any time of requiring them to take over the approach road, and to form and maintain it as a public road.

It is contended for the railway company that the case of the applicants does not come within the Railway Traffic Act, 1854, and that we have no jurisdiction under the provisions of that Act to order the construction of works under any circumstances. A railway company must, no

doubt, "afford all reasonable facilities for the receiving, forwarding, and delivering of traffic upon and from its railway;" but it is said that works and conveniences are not "facilities," and that traffic using a railway is not entitled under the Act to any accommodation of that kind further than the railway company may think fit to afford it. But the judges of the Court of Common Pleas in the *Caterham* case acted upon the principle that the Legislature did intend by that word "facilities" to give the public a remedy for a want of reasonable accommodation in the way of works, and we ourselves have, on more than one occasion, upon our own construction of the section, adopted the same view. We propose nothing in the present case which the railway company has not power to provide under the Railway Clauses Act and other Acts, nor which is not in our opinion a reasonable facility, under the circumstances, to be afforded by the company for the receiving and delivering of traffic upon and from its railway.

The applicants are, we think, entitled to the costs of the case so far as it relates to the station at St. Leonard's, and to avoid the inconvenience of a partial taxation, and taking all the circumstances into account, we grant them one-half of their costs.

With regard to the order to be drawn up, as the carrying into effect of this decision involves a considerable amount of co-operation between the company and the applicants, we suspend the issue of the order for two months, with liberty for either party to apply to us in the interval as they may be advised.

Solicitor for the applicants, *J. H. Lydall*, for *G. Meadows, Hastings*.

Solicitor for the defendants, *W. R. Stevens*.

The *Times* gives the following particulars of the last session:—In the session of 1878 the House of Commons sat on 136 days, the House of Lords on little more than 100 days. The House of Commons sat for very nearly 1,100 hours, and even this number does not include the two hours from seven to nine o'clock during which that House, when it has a morning sitting, suspends business in fact, though without a formal adjournment. The House of Lords sat for less than a sixth of the above number of hours. The House of Commons sat beyond midnight eighty-five times, and on thirteen nights sat until later than three a.m., extending its sitting of the 2nd of August until past four o'clock of the next morning, its sitting of the 1st of April until past six a.m., and its sitting of the 13th of May until half-past nine on the next morning. The House of Commons divided 278 times; there was one tie, forty against forty, and the Speaker had to vote. The report of the proceedings in the two Houses in the session of 1878 has filled more than 1,200 columns of the *Times*. The flood of "Parliamentary Papers" has not failed in 1878. No less than forty-nine relate to Turkey. Shortly before the close of the session a large number were presented to the House of Commons, probably many of them "in dummy," to be issued during the recess as and when they shall be ready for circulation. Among those which we may expect is the roll of members of Parliament from the year 1213 to the present time. The Bill containing the proposed Criminal Code has place among the remarkable papers of the session. There may also be noticed the issue of a short index to reports of secretaries of legation from 1871 to 1877, continued since then in each subsequent volume of these reports. Ours are days of indexing, and though this beginning is small it may lead to something better. The Parliamentary Papers poured forth day by day during the session relate to a vast number of subjects, and the miscellaneous mass greatly needs contemporaneous indexing, arranging, and classifying. A list of their titles tells very little. If there were issued weekly, not a mere list, but with it a short account of each paper, such as to show its purport or object, and perhaps indicate the chief points of interest or importance, such a "return" (to use the Parliamentary phrase) might prove very useful. It must be five-and-twenty years since the present Lord Derby printed for private circulation a little pamphlet entitled, we think, "What shall we do with our Blue-books?" We do more with them now than we did then, and they have much improved and grown in value, but they are not yet at their best.

## County Courts.

### BLACKBURN.

(Before W. A. HULTON, Esq., Judge.)

Aug. 12.—*Kenyon v. Green.*

Friendly society—Sickness—Lunacy.

This was an action against the treasurer and secretary of the Rose of Liversay Lodge of the Order of Druids, to recover sick money alleged to be due to the plaintiff.

The case was argued on the 5th inst., and a written judgment was now delivered.

The facts of the case are fully set out in the judgment.

*Hindle*, for the plaintiff.

*Badcliffe*, for the defendant.

His Honour's judgment was as follows:—This action was brought to recover the sum of £5 10s. for eleven weeks' sick money, claimed to be due from the funds of the lodge to the plaintiff. The plaintiff had been a member of the lodge for some years, but lately he had become a lunatic. He was removed as such to the lunatic asylum at Lancaster, and remained there for the eleven weeks for which the sick money was claimed. I understood at the hearing that the principal object of the suit was to ascertain whether his lunacy could be considered "sickness" within the rules of the lodge. The lodge was stated to be a branch of the Order of Druids. The rules were passed at a special meeting held on the 11th of August, 1871, and by the first of those rules the object of the lodge is stated to be to raise funds by entrance fees, subscriptions of members, fines, donations, by interest on capital, for, amongst other things, "the relief of members in sickness." By rules 27 and 28, when a member falls sick, he must give to the secretary a signed note, in writing, as follows:—"To the secretary of the Rose of Liversay Lodge, No. 210. I hereby claim the sick allowance of the lodge, being unable to follow my usual employment." The notice must be so given before the member can receive any benefit, and he can only receive it from the time he gives such notice. If the sickness be the result of drunkenness, lewdness, or any other evil course of life, the member is not entitled to the sick relief. The sick gift of the lodge is stated to be 10s. per week, until £10 is received; and, if it continues, 6s. per week until another £10 is received; and then it is to be reduced to 4s. per week. At the hearing the plaintiff was required to show that the lodge was a legally-constituted friendly society; but, with that exception, the only question raised was whether lunacy was to be considered "a sickness" within the rules. That question has been more than once before the courts; but the case referred to at the hearing, *Burton v. Egdon* (21 W. R. 593, L. R. 8 Q. B. 295), seems to me to be conclusive on the point. The material facts of that case were similar to those of the present one. The learned counsel who argued the case did not deny that insanity was sickness; but he contended that the rules did not contemplate such an affection as insanity, but only a temporary disability. The judges, however, overruled that argument; and Quain, J., said, "I think the lunacy is a sickness within the rules. It appears that the sickness is to be of such a kind as prevents a member working at his trade or employment, and there is nothing to show that it was not meant to include such a permanent illness as insanity;" and Archibald, J., said, "There can be no doubt that insanity is a species of sickness; and there is nothing to show that the rule is confined to sickness of a different character." I answer, therefore, the question proposed by saying that, in my opinion, lunacy, which renders a member unable to follow his usual employment, is a sickness within these rules. But I am not able to say whether the lodge is a legally-constituted friendly society. It was not claimed to be registered as a separate society, but was stated to be a branch of the Order of Druids. No evidence was laid before me at the hearing on the point, and if the objection is persisted in, I must, under the circumstances, adjourn the hearing so that the plaintiff may produce the necessary evidence. If the point is waived, the verdict will be for the plaintiff as claimed.

## Legal News.

The death is announced of Mr. Thomas Danger, clerk of the peace for the city and county of Bristol.

The Home Secretary has ordered the prisons at Bath, Newton, Southampton, and Plymouth to be discontinued after the 31st of the present month.

The number of public Acts passed in the late session was 79; and 238 local and 7 private Acts were passed. In the preceding session the numbers were 69 public, 242 local, and 11 private Acts.

An Order in Council has been issued under the County Courts Acts, directing that from the 30th of September next, the county court of Carnarvonshire shall be held at Llandudno as well as at Conway.

Mr. Justice Keogh, whose mental and bodily health has for some little time caused anxiety to his friends, is stated to have been seized with a sudden attack of insanity last week while staying at an hotel in the neighbourhood of Brussels, and to have made a violent but happily unsuccessful attempt on the life of his valet.

Mr. Cross, in moving last week in the House of Commons that the order for the second reading of the Coroners Bill should be discharged, stated that if he succeeded in getting the measure sent before a select committee next year he would bring before that committee the question of the election of coroners.

Mr. Walter Sowcroft, a solicitor practising at Bolton, has been charged with having obtained by false pretences the sum of £300 from one Peter Higham. The substance of the charge was that Mr. Sowcroft had misrepresented the state of some property belonging to him, and on the security of which the money was handed over to him by Higham. The defendant was committed for trial, bail being accepted.

A parliamentary return just issued shows that 253 decrees or orders made by the judges of the Chancery Division, namely, the Master of the Rolls, the three Vice-Chancellors, and Mr. Justice Fry, were appealed against since the 1st of January, 1877, up to the 11th of March, 1878. Of these orders or decrees 147 were affirmed, and 106 were reversed or materially varied.

The *Times* contains the following with respect to the Congress of the International Association for the Reform and Codification of International Law now being held at Frankfurt-on-the-Main:—The congress has adopted a resolution, proposed by Herr Marcus, of Bremen, approving the decision taken at Bern establishing a uniform railway goods tariff. Mr. Freeland, who was supported by Mr. Peabody of the United States, spoke, amid general assent, in terms of approval of the new relations promoted in London by the Chinese and Japanese Ambassadors, both in the domain of political economy and international law. The congress unanimously adopted a resolution proposed by Sir Travers Twiss, supported by Count Sparre of Sweden, to the effect that the Suez Canal and similar international works should be declared free in case of war and not be subject to any restrictive measures on the part of belligerents.

The Corporation of London, through one of its committees, has had under consideration the condition of the Old Bailey Sessions-house, and a report has been presented on the subject stating that the only mode of providing suitable accommodation for the transaction of the business of the Central Criminal Court would be to take down all the existing buildings at the Sessions-house and erect new courts and offices upon the site and the vacant premises adjoining. With this view the General Purposes Committee have had an interview with the Home Secretary to ascertain whether there was any probability of the jurisdiction of the Central Criminal Court being extended, or the business thereof increased or diminished; and they were informed by Mr. Cross that, so far as he could form an opinion at present, he did not think there would be any increase of jurisdiction given to the Central Criminal Court that would render it necessary to increase the accommodation at the Sessions-house, and he stated that he would consider what alterations ought to be made in the courts for the conduct of business and the accommodation of witnesses and other persons attending those courts, and communicate with the recorder on the subject. The



committee were subsequently informed by Mr. Russell Gurney, the late recorder, that since the conference above mentioned he had had an interview with the Home Secretary, who had intimated that in his opinion there should be four courts at the Old Bailey Sessions-house, exclusive of the grand jury room, and that better accommodation should be provided for the jurors and witnesses in waiting; and Mr. Cross thought it desirable that some place of refreshment should be established upon the premises, and proper accommodation provided for the members of the bar. The late recorder further stated that Mr. Cross did not think that there would be any extension of the jurisdiction of the Central Criminal Court. — *Times*.

## Legislation of the Week.

### HOUSE OF LORDS.

#### AUGUST 15.—BILLS READ A SECOND TIME.

CONSOLIDATED FUND (APPROPRIATION) (also passed through other stages). EXPIRING LAWS CONTINUANCE (also passed through other stages).

#### BILLS READ A THIRD TIME.

ARRANMORE POLLING DISTRICT (IRELAND). EXCHEQUER

BILLS AND BONDS (No 2). METROPOLITAN COMMONS.

SALE OF INTOXICATING LIQUORS ON SUNDAY (IRELAND).

#### AUGUST 16.—ROYAL COMMISSION.

The Royal Assent was given by Commission to the following Bills:—Appropriation, Exchequer Bonds and Bills (No. 2), Intermediate Education (Ireland), Poor Afflicted Persons Relief (Ireland), Contagious Diseases (Animals), Foreign Jurisdiction, Statute Law Revision, Education (Scotland), Fiji Marriage, Annual Turnpike Acts Continuance, Prison (Officers' Superannuation), Highways and Locomotives (Amendment), Locomotives Amendment (Scotland), Drainage and Improvement of Land (Ireland), Bishopsrics, Territorial Waters Jurisdiction, Arranmore Polling District (Ireland), Metropolitan Commons, Sale of Liquors on Sunday (Ireland), Petty Sessions Clerks and Fines (Ireland), Expiring Laws (Continuance), Enclosure Provisional Orders Confirmation, Tramways Orders Confirmation (No. 1), Tramways Orders Confirmation (No. 3), Aberdeen District Tramways Extension, Belfast Street Tramways, Boston District Tramways, Glyn Valley Tramway, Wallasey Tramways.

### QUEEN'S SPEECH.

The Queen's Speech was read by the Lord Chancellor. The portion relating to legislation was as follows:—

"The Act which has been passed for amending and greatly simplifying the laws relating to Factories and Workshops will, I trust, still further secure the health and education of those who are employed in them.

"I have had much pleasure in giving my assent to a measure relating to the Contagious Diseases of Cattle, which, by affording additional securities against the introduction and spread of those diseases, will tend to encourage the breeding of live stock in the country and to increase the supply of food to my people.

"You have amended the law as to Highways in a manner which cannot but improve their classification and management, and at the same time relieve inequalities in the burden of their maintenance.

"I trust that advantage will be taken of the means which you have provided for dividing Bishopsrics in the more populous districts of the country, and thus increasing the efficiency of the Church.

"I anticipate the best results from the wise arrangements which you have made for the encouragement of Intermediate Education in Ireland.

"The measure for amending and consolidating the Public Health Laws in that country is well calculated to promote the important object at which it aims.

"The measure passed in regard to Roads and Bridges in Scotland and for the abolition of Tolls will greatly improve the management of highways in that part of the United Kingdom; while the Acts relating to Education and to Endowed Schools and Hospitals cannot fail to extend the benefits of education and improve the administration of charitable endowments in that country."

### HOUSE OF COMMONS.

#### AUGUST 15.—BILL READ A THIRD TIME.

#### TERRITORIAL WATERS JURISDICTION.

#### BILLS WITHDRAWN.

CRIMINAL CODE INDICTABLE OFFENCES. ELECTION OF

ALDERMEN (CUMULATIVE VOTE).

#### AUGUST 16.—BILLS WITHDRAWN.

CORONERS. MAGISTRATES SUMMARY JURISDICTION.

### SALES OF ENSUING WEEK.

August 28.—Messrs. FULLER, HORSEY, SONS, & Co., at the Mart, at 1 p.m., freehold property and ground-rents (see advertisement, August 17, p. 4).

August 29.—Messrs. BRADLEY, at the Mart, at 2 p.m., fee farm rents (see advertisement, this week, p. 4).

### PUBLIC COMPANIES.

August 22, 1878.

#### INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per Cent., July, '80, 163½  
Ditto for Account, —  
Ditto 4 per Cent., Oct. '88, 104½  
Ditto, ditto, Certificates —  
Ditto Enforced Fr., 4 per Cent., 60  
2nd Ind. Fr., 5 per C., Jan. '73  
Enf. Pr. 4½ per Cent., May, '88  
Ditto Debentures, 4 per Cent., April, '84  
Do. Do. 5 per Cent., Aug. '78  
Do. Bonds, 4 per Cent., £1000  
Ditto, ditto, under £1000

#### GOVERNMENT FUNDS.

3 per Cent. Consols, 95  
Ditto for Account, Sept. 2, 95  
Do. 3 per Cent. Reduced, 95½  
New 3 per Cent., 95½  
Do. 3½ per Cent., Jan. '94  
Do. 3½ per Cent., Jan. '94  
Do. 5 per Cent., Jan. '78  
Annuities, Jan. '80  
Annuities, April, '85, 9½  
Do. (Red Sea T.), Aug. 1868  
Ex Bills, £1000, 2½ per Cent., 114½  
Ditto, £200, Do. 6 dis.  
Ditto, £100 & £200, 6 dis.  
Bank of England Stock, 202  
Ditto for Account.

### RAILWAY STOCK.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter .....	100	—
Stock	Caledonian .....	100	112½
Stock	Glasgow and South-Western .....	100	99
Stock	Great Eastern Ordinary Stock .....	100	51½
Stock	Great Northern .....	100	113
Stock	Do., A Stock* .....	100	114½
Stock	Great Southern and Western of Ireland .....	100	129
Stock	Great Western—Original .....	100	100½
Stock	Lancashire and Yorkshire .....	100	132
Stock	London, Brighton, and South Coast .....	100	128
Stock	London, Chatham, and Dover .....	100	27½
Stock	London and North-Western .....	100	147
Stock	London and South-Western .....	100	132½ d
Stock	Manchester, Sheffield, and Lincoln .....	100	82½
Stock	Metropolitan .....	100	114½
Stock	Do., District .....	100	62½ d
Stock	Midland .....	100	127
Stock	North British .....	100	99½
Stock	North Eastern .....	100	144
Stock	North London .....	100	162
Stock	North Staffordshire .....	100	60
Stock	South Devon .....	100	79
Stock	South-Eastern .....	100	130

\* A receives no dividend until 6 per cent. has been paid to B.

At the Liverpool County Court, on the 20th inst., during the proceedings at the first meeting of creditors in the matter of Mrs. Friscilla Hime, trading as Hime & Son, music sellers, before Mr. Registrar Cooper, Mr. Etty, solicitor, who represented the bankrupt, drew attention to the fact that gentlemen were present and taking notes, and wished to know who he was. The gentleman, in reply to the registrar, said he was the reporter for one of the local papers (the *Mercury*). Mr. Etty then asked that the registrar should order his withdrawal and impound his notes, and the registrar did so. Mr. Sampson and Mr. Layton, solicitors, who represented the creditors, objected to this course, claiming that the meeting was clearly intended by the Act to be a public one, and as such open to the press. The registrar maintained the correctness of his proceeding, and an appeal was made to the deputy-judge, Mr. Mackenochie, who, after hearing arguments on both sides, said that although the first meetings of creditors in bankruptcy were of a public character, the registrar had a discretion to order the withdrawal of reporters if, in his opinion, he thought it desirable to take that course. He therefore upheld the decision of the registrar, and the reporter accordingly withdrew, the registrar retaining possession of his notes.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTH.

**MANBY**—Aug. 13, at Richmond-hill, the wife of H. L. Manby, of 89, Inverness-terrace, Kensington-gardens, barrister-at-law, of a son.

## MARRIAGES.

**GODDARD-BIRCH**—Aug. 17, at St. Peter's Church, Belsize-park, Hampstead, John Leybourn Goddard, of the Middle Temple, barrister-at-law, to Caroline Esther Emily, daughter of the late Captain Thomas Charles Henchman Birch, Bengal Staff Corps.

**JARDINE-WILLOUGHBY**—July 25, at Bombay, James Jardine, barrister-at-law, of the Inner Temple, to Fanny Agnes, daughter of Lieut-Colonel M. W. Willoughby, Bombay Staff Corps.

**MITCHELL-DUTTON**—Aug. 17, at Norland, Charles Thomas Mitchell, of Lincoln's-inn, barrister-at-law, to Caroline Birch, daughter of the late Francis Stacker Dutton, C.M.G.

**RAIKES-BARBER**—Aug. 15, at Crookham, Francis W. Raikes, barrister-at-law, to Diana Mary Howard, daughter of the late H. H. Barber, 17th Lancers.

**RAWLINS-KING**—Aug. 16, at St. Paul's Church, Knightsbridge, William Donaldson Rawlins, barrister-at-law, to Elizabeth Margaret, daughter of Charles John King.

## LONDON GAZETTES.

## Winding up of Joint Stock Companies.

## LIMITED IN CHANCERY.

FRIDAY, Aug. 16, 1878.

**Lion Mutual Marine Insurance Association, Limited.**—Petition for winding up presented Aug 14, directed to be heard before V.C. Hall, on Nov 8. Hollams and Co, Mining lane, solicitors for the petitioner.

**Leonard Deposit Bank, Limited.**—Petition for winding up presented Aug 3, directed to be heard before the Vacation Judge on Aug 28, at the court of V.C. Hall. Howell, Arundel sq, solicitor for the petitioner.

**Merchants' Joint Stock Bank, Limited.**—By an order made by the M.R. dated Aug 8, it was ordered that the above company be wound up. Dene and Co, South sq, Gray's inn, solicitors for the petitioners.

**Russon Coal Company, Limited.**—V.C. Malins has by an order dated July 19, appointed Henry Devere, Lothbury, to be official liquidator. Creditors are required on or before Oct 1, to send their names and addresses and the particulars of their debts or claims to the above.

**Saundersfoot and Tenby Collieries Company, Limited.**—Petition for winding up presented July 31, directed to be heard before the M.R. on Nov 9. Simpson and Cullingford, Gracechurch st, solicitors for the petitioners.

**Swan Hotel Company, Limited.**—V.C. Malins has by an order dated Jan 10, 1877, appointed Frederick Cooper, Rose, to be official liquidator.

## LIMITED IN CHANCERY.

TUESDAY, Aug 20, 1878.

**Heaton Grove Building Club.**—Petition for winding up presented Aug 15, directed to be heard before the Vacation Judge, on Aug 28, at the court of V.C. Hall. Frankland, Chancery lane, agents for Lees and Co, Bradford, solicitors for the petitioner.

## STANNARIES OF CORNWALL.

FRIDAY, Aug 16, 1878.

**Trenmehere Mining Company.**—By an order made by the Vice-Warden dated Aug 17, it was ordered that the above company be wound up. Hodge and Co, Truro, agents for Rogers and Son, Helston, solicitors for the petitioner.

## Friendly Societies Dissolved.

FRIDAY, Aug 16, 1878.

**Bickerton United Benevolent Friendly Society,** Red Lion Inn, Bickerton, Cheshire. Aug 7.

**Handley Lodge Society,** Sleaford, Lincoln. Aug 15.

**Loyal Trafalgar Lodge, Widow and Orphans' Society,** Horn Inn, Chesham, Monmouth. Aug 15.

## Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug 9, 1878.

**Beale, Moses,** High st, Hounslow. Sept 30. Beale v. Ruston, V.C. Bacon. Wright, Bedford row.

**Cottrill, Robert,** Hope, Derby. Gent. Oct 1. Cottrill v. Watson, V.C. Hall. Hall, Castleton, nr Sheffield.

**Piper, Sarah Ann,** Belgrave cottages, Fulham. Sept 9. Piper v. Brown, V.C. Hall. Newman, Clifford's inn, Fleet st.

**Ponting, Thomas,** Walsall, Linen Draper. Oct 1. Evans v. Ponting, M.R. Vinard, Dursley.

**Robins, Henry,** son, St. Margaret's, Rochester. Sept 30. Robins v. Robins, M.R. Keeble, Camberwell grove, Camberwell.

**Rohrs, John Henry,** Hampstead, Esq. Sept 30. Rohrs v. Rodwell, V.C. Bacon. Cobbold, Chancery lane.

**Stevens, William Adam,** East India avenue, Merchant. Sept 30. Stevens v. Stevens, M.R. Thomas, Martin's place. Cannon st.

**Wood, William John,** Newcastle-on-Tyne, Herbalist. Sept 30. Wood v. Morris, V.C. Hall. Dickinson, Newcastle-upon-Tyne.

**Wyth, John,** Wilmshurst, Cheshire, Yeoman. Oct 1. Wyth v. Wych, M.R. Chew, Manchester.

FRIDAY, Aug 16, 1878.

"Asyrin" and "Holland" Steamships, claims for loss and damage to the goods of, by the collision with the steam ship "Mount Stewart." Oct 28. Marquis of Londonderry v. The Netherland Steam Boat Company, M.R.

**Baldwyn, Thomas,** Ashton-under-Hill, Gloucester, Gent. Sept 16. Baldwyn v. Baldwyn, V.C. Hall. New and Co, Evesham.

**Bedford, John,** Little Waltham, Baker. Sept 30. Mallett v. Bedford, V.C. Bacon. Holmes, Bocking.

**Bligh, Rev John,** Long Stow, Hunts. Sept 30. Mash v. Sharland, V.C. Malins. Beedham, Kimbolton.

**Druce, Thomas Allen,** Denmet's rd, Peckham. Jan 15. Druce v. Williams, M.R.

**Jacobson, Mary Grace Furneaux,** Plymouth. Oct 17. Ridgman v. Radmore, V.C. Hall. Hastlake, Plymouth.

**Maxwell, Sir William,** Swirling, Upper Grosvenor st, Bart. Oct 10. Maxwell v. Cartwright, V.C. Hall. Williams, Bank buildings.

**Reeve, Thomas Dalby,** Margate, Surveyor. Aug 31. Parker v. Reeve, V.C. Malins. Penley, Lincoln's inn fields.

**Williams, John,** Neston, Cheshire, Chemist. Oct 10. Williams v. Gibbons, V.C. Malins. Jones, Dolgellay.

**Williams, Thomas Lewis,** Walworth rd, Wine Merchant. Oct 1. Williams v. Berrie, V.C. Hall. Silvester and Co, Great Dover st, Southwark.

## Bankrupts.

FRIDAY, Aug 16, 1878.

## Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

**Jones, E. J.,** Turk's Head court, St. Luke's, Packing Case Manufacturer. Pet Aug 12. Spring-Rice. Aug 29 at 12.

To Surrender in the Country.

**Bird, Robert Hardy,** Georgiana terrace, Acton, Builder. Pet Aug 15. Ruston, jun. Brentford, Aug 29 at 11.

**Dent, John,** Rotherham, Cabinet Maker. Pet Aug 13. Waks. Sheffield, Aug 28 at 2.

**McElevay, Terence,** Witton Park, Durham, Retired Publican. Pet Aug 13. Marshall. Durham, Aug 28 at 10.30.

**Palmer, John,** jun, The Grange, Norfolk, Pumber. Pet Aug 14. Cooke. Norwich, Aug 30 at 12.

**Roberts, Thomas,** Tramroad side North, Merthyr Tydfil, Weaver. Pet Aug 12. Russell. Merthyr Tydfil, Aug 23 at 11.

**Southwell, Richard,** and **Thomas Southwell,** Rochdale, Cotton Manufacturers. Pet Aug 15. Tweedale. Oldham, Aug 23 at 11.30.

**Williams, Benjamin,** Great Crosby, nr Liverpool, Book-keeper. Pet Aug 14. Cooper. Liverpool, Sept 2 at 11.

TUESDAY, Aug 20, 1878.

## Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

**Cockerill, Thomas,** Accrington, Lancashire, Builder. Pet Aug 15. Bolton. Blackburn, Sept 3 at 11.

**Hirst, Thomas,** Huddersfield, Yarn Spinner. Pet Aug 13. Jones, jun. Huddersfield, Sept 3 at 11.

**Hunt, John George,** Milfield, Sunderland, Builder. Pet Aug 17. Ellis. Sunderland, Sept 2 at 12.

**Sheppard, Joseph,** Kingston-upon-Hall, Saddler. Pet Aug 14. Rollet. Kingston-upon-Hull, Sept 11 at 3.

**Wells, John,** and **Joseph Wells,** Blackburn, Provision Dealers. Pet Aug 15. Bolton. Blackburn, Sept 4 at 11.

## BANKRUPTCIES ANNULLED.

FRIDAY, Aug 16, 1878.

**Bennett, William,** Laverpool, Bread Dealer. July 25.

TUESDAY, Aug 20, 1878.

**Smith, S. B.,** Warwick, Electro Plater. Aug 16.

## Liquidations by Arrangement.

## FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug 16, 1878.

**Ashworth, John Robert,** and **James Ashworth,** Penmoss, Accrington, Farmers. Aug 27 at 11 at offices of Backhouse, St John's place, Blackburn.

**Ashworth, William,** Bottom-of-the-Moor, Oldham, Innkeeper. Sept 6 at 3 at offices of Cobbet and Co, Brown st, Manchester.

**Atkins, John,** Birmingham, Plumber. Aug 28 at 11 at offices of Peet, Colmore row, Birmingham.

**Ball, John Joseph,** and **Charles George Davis,** Hunstet, Leeds, Glue Manufacturers. Aug 28 at 3 at the Queen's Hotel, Leeds. Brooke Backhouse, Francis Birch, Winterton, Lincoln, Stone Mason. Aug 29 at 12 at offices of Robbs, Wrayby st, Brigg.

**Beaton, William,** Farnworth, Lancashire, Builder. Aug 29 at 3 at offices of Dutton, Hotel st, Bolton.

**Beby, John,** Clapham, Bedford, Farmer. Aug 31 at 4 at offices of Cosquest and Clare, Duke st, Bedford.

**Bernard, George Banton,** Liverpool, Barman. Aug 29 at 3 at offices of Carruthers, Lord st, Liverpool.

**Biggs, John Benjamin,** Walsall, Boot Dealer. Aug 30 at 3 at the Great Western Hotel, Birmingham. Bill, Walsall.

**Blowman, William,** Wetwang, York, Tailor. Sept 4 at 12 at offices of Jennings and Co, Great Driffield.

**Bowden, Albert,** Badminton, Bristol, Coal Dealer. Aug 23 at 3 at offices of Roper, Nicholas st, Bristol.

**Burnet, Thomas,** Newcastle-upon-Tyne, Engineer. Aug 29 at 12 at offices of Harle and Co, Akenhead hill, Newcastle-upon-Tyne.

**Butler, Barnabas John Dair,** Staines, Clerk. Aug 30 at 2 at offices of Emsall, Clarence st, Staines.

**Campbell, Vincent,** Birmingham, Picture Frame Maker. Aug 29 at 11 at offices of Walford, Waterloo st, Birmingham.

**Cann, Philip,** Brighton, Fancy Stationer. Sept 3 at 3 at offices of Goodman, North st, Brighton.

**Carter, William,** Lower Broughton, Lancashire, Builder. Aug 30 at 3 at offices of Ritson and Grundy, Cross st, Manchester.

**Church, Abraham,** Bournemouth, Fishmonger. Aug 30 at 1 at offices of Wade, the Arcade, Bournemouth.

**Clark, William Henry,** Nottingham, Frewer's Traveller. Sept 11 at 11 at offices of Eversall and Turner, St Peter's Church walk, Nottingham.

**Cleary, Detsay,** Bolton, Stationer. Aug 28 at 3 at offices of Riley, Fold st, Bolton.

- Cook, James Lamborn, New Bond st, Music Publisher. Sept 3 at 2 at offices of Metzler and Co, Great Marlborough st. Heath and Parker, St Helen's place.
- Corbett, John, Scholcs, York, Staff Manufacturer. Aug 28 at 11 at offices of Wood and Co, Bradford.
- Crooke, Jeffery Colledge, Walsall, out of business. Aug 30 at 3.30 at offices of Wilkinson and Gillespie, Bridge st, Walsall.
- Darling, John, Frank Wright Hope, and Thomas North Turner, Dewsbury, Coach Builders. Sept 3 at 10 at offices of Ridgway and Ridgway, Ewan, Blakenburg, Carmarthen, Farmer. Aug 28 at 2 at the County Court Office, Lampeter. Lloyd, Lampeter.
- Denham, Thomas, Walsall, Licensed Victualler. Aug 27 at 11 at offices of Glover, Bridge st, Walsall.
- Eastham, Robert, Leyland, Lancashire, India Rubber Manufacturer. Aug 30 at 3 at offices of Byrom and Bell, King st, Wigan.
- Evans, Edward, Llanfair, Montgomery, Grocer. Aug 27 at 12 at offices of Harrison, Berriew st, Welsbpool.
- Farmer, James Joseph, Nottingham, Timber Merchant. Sept 2 at 12 at offices of Fraser, Brougham chambers, Wheeler gate, Nottingham.
- Foster, John, Birkenhead, Bootmaker. Sept 2 at 2 at offices of Downham, Hamilton sq, Birkenhead.
- Foster, Samuel, Formby, Lancaster, Builder. Aug 31 at 11 at offices of Vine and Son, Dale st, Liverpool. Quelch, Liverpool.
- Francis, Edwin, Bristol, Grocer. Aug 29 at 3 at offices of Pitt, Broad st, Bristol. Bedell, Bristol.
- Freeman, Henry, Aughton, nr Ormskirk, Bricklayer. Aug 27 at 11.30 at the Wheatsheaf Inn, Bursough st, Ormskirk. Stuart, Wigan.
- Gibson, James, Manchester, Fish Salesman. Aug 26 at 11 at offices of Sampson, South King st, Manchester.
- Gilling, John Henry, Thirst, York, Ironmonger. Aug 31 at 11 at offices of Edwards, Waterloo st, Birmingham.
- Goodchild, George, Winkfield, Berks, Smith. Aug 30 at 11 at the Crown Inn, Peasod st, Windsor. Fenton, Highgate.
- Grantham, Charles, Fulborough, Sussex, Grocer. Aug 28 at 3 at offices of Nye, North st, Brighton.
- Green, William Jamson, and Joseph Brool, Finsbury pavement, Merchants. Sept 3 at 3 at offices of Lumley and Lumley, Conduit st, Bond st.
- Greenhalgh, Jane, Wigan, Provision Dealer. Sept 3 at 11 at offices of Wilson, King st, Wigan.
- Greenleaves, John Adam, and Cleveland Gasquoine, Liverpool, General Merchants. Aug 28 at 2 at offices of George, York buildings, Dale st, Liverpool.
- Greenlands, Robert Stephenson, Howden, York, Miller's Assistant. Aug 26 at 3 at offices of Green, Howden.
- Halford, Charles George, and Thomas Bodily Wright, Leicester, Joiners. Aug 27 at 11 at offices of Fowler and Co, Grey Friars' chambers, Friar lane, Leicester.
- Hall, Richard, and John Hall, Tolver, Cornwall, Farmers. Aug 28 at 11.30 at offices of Roscorla and Son, North parade, Penzance.
- Hannay, Albert George, Blackfriars rd, Bookseller. Aug 24 at 1 at offices of Ho, Portugal st, Lincoln's inn fields.
- Hardy, Edwin, Surland, Derby, Draper. Aug 30 at 3 at offices of Flint, Full st, Derby.
- Harris, Jacob, New Cut, Lambeth, Glass Dealer. Aug 26 at 10 at offices of Goatly, Westminster bridge rd.
- Harris, Samuel, Brighton, Cigar Merchant. Sept 3 at 2 at offices of Clennell and Fraser, Great James st, Bedford row. Nye, Brighton.
- Haslam, William, Sharples, Lancashire, Auctioneer. Aug 29 at 3 at the Red Cross Inn, Bradshawgate, Bolton. Robinson, Bolton.
- Havard, Daniel, Cwm Taff, Brecon, Innkeeper. Aug 30 at 11 at offices of Williams and Lewis, Castle st, Merthyr Tydfil.
- Heron, Thomas, Manchester, Lead Merchant. Aug 29 at 3 at offices of Fox, Princess st, Manchester.
- Heyworth, James, Bacup, Lancashire, Cotton Spinner. Aug 29 at 3 at the Mitre Hotel, Cathedral yard, Manchester. Wright and Son, Bacup.
- Hodges, Frederick Alonzo, Aylestone, Leicester, Elastic Weaver. Sept 2 at 11 at offices of Wright, Belvoir st, Leicester.
- Holder, David Martin, Longton, Painter. Aug 27 at 11 at offices of Welch, Caroline st, Longton.
- Holland, Thomas, Fendleton, Lancashire, Builder. Aug 29 at 3 at offices of Tidswell, Brazennose st, Manchester.
- Hooton, Philip, Churchtown, nr Southport, Builder. Sept 3 at 11 at offices of Threlfall, Lord st, Southport.
- Horsfield, Jarvis, Leeds, Engineer. Aug 29 at 3 at offices of Snowdon, Royal Exchange chambers, Leeds.
- Hudson, Henry, Fore st, Woolen Merchant. Aug 20 at 2 at offices of Clift, Chesapeake.
- Hughes, Arthur, Windsor, Butcher. Aug 30 at 2 at offices of Pittman, Guildhall chambers, Basinghall st.
- Hutchinson, George, jun, and George Shipley, Newcastle-upon-Tyne, Oil Refiners. Aug 28 at 11 at the Incorporated Law Society, Royal Arcade, Newcastle-upon-Tyne. Richardson, Newcastle-upon-Tyne.
- Jasper, William Henry, Walsall, Bridle Cutter. Aug 29 at 10.15 at offices of Bill, Bridge st, Walsall.
- Johnson, Robert Hardy, Nottingham, Ironmonger. Aug 29 at 12 at offices of Brittle, St Peter's chambers, St Peter's gate, Nottingham.
- Johnstone, Robert, Sancerre, Cornwall rd, Notting hill, of no occupation. Sept 7 12 at offices of Roberts, Coleman st.
- Jones, Hugo, Bethesda, Carnarvon, Accountants Clerk. Aug 28 at 2 at offices of Roberts, Bangor.
- Joseph, Henry, Marchmont st, Bedford sq, Dealer in Cigars. Sept 7 at 1 at offices of Roberts, Coleman st.
- Kay, Jos Swift, Chorlton-on-Medlock, Manchester, Book keeper. Aug 30 at 3 at the Falstaff Hotel, Old Market place, Manchester. Marshall, Manchester.
- Kelly, Annie, Liverpool, Provision Dealer. Sept 9 at 3 at offices of Yates and Co, Water st, Liverpool.
- Kemp, William, Mapperley, Derby, Grocer. Sept 2 at 12 at offices of Brittle, St Peter's chambers, St Peter's gate, Nottingham.
- King, Henry, jun, Norwich, Boot Manufacturer. Aug 27 at 3 at offices of Budd and Linsay, Norwich.
- Kirk, James, and Jonathan Dunning, Middlesborough, Builders. Aug 24 at 3 at offices of Hope, Zetland rd, Middlesborough.
- Lee, David, Richmond, Surrey, Engraver. Aug 30 3 at offices of Parkes, Beaufort buildings, Strand.
- Lewis, John, Park Beach, Glamorgan, of no occupation. Aug 29 at 3 at offices of Walker, Caroline st, Bridgend.
- Liddy, James, Runcorn, Cheshire, Music Seller. Sept 2 at 12 at offices of Linaker and Hitchen, Bank chambers, Runcorn.
- Linnell, George, Aston New Town, Birmingham, Game Salesman. Aug 29 at 3 at offices of Fallows, Cherry st, Birmingham.
- Lowden, John, Joseph Lowden, John Lowden, jun, and Daniel Clapham Lowden, South Hydon, Durham, Engineers. Aug 28 at 12 at offices of Wright, John st, Sunderland.
- Mackie, James, Grafton st, Mile End, Grocer. Aug 30 at 2 at offices of Poole, Bartholomew close.
- Mann, Edwin, and Oliver Glover, New Wortley, Leeds, Ironfounders. Aug 28 at 3 at offices of Weston, South parade, Leeds.
- Marlow, James Johnson, and Edward Morley, Basford, Nottingham, Builders. Sept 3 at 11 at offices of Burton and Co, Long row, Market place, Nottingham.
- Mason, Isaac Scott, Dairycoates, York, Builders. Aug 26 at 3 at offices of Spurr and Mayne, Kingston-upon-Hall.
- Massey, William, Sandiacre, Derby, Builder. Aug 30 at 12 at offices of Elliott, Middle pavement, Nottingham.
- Mason, John Arthur, Leicester, Boot Manufacturer. Aug 30 at 11 at offices of Shires, Market st, Leicester.
- May, Thomas, Darlington, Engineer. Aug 29 at 11 at offices of Stevenson and Meek, Paradise terrace, Darlington.
- McClellan, George, Southport, Builder. Aug 30 at 3.30 at the Houghton Arms, Houghton st, Southport. Gregory, Liverpool.
- McKintosh, Alexander, Cardiff, Cement Merchant. Aug 29 at 3 at offices of Jenkins and Co, Philharmonic chambers, Cardiff. Merrell, Cardiff.
- Middleton, William, Waterloo, Northumberland, Builder. Aug 29 at 11 at offices of Sidney and Son, Bridge st, Blyth.
- Mills, Samuel, Crediton, Devon, Painter. Aug 30 at 12 at offices of Toby, Castle st, Exeter.
- Morgan, Francis James, Green st, Hyde park, Horse Dealer. Aug 27 at 12 at offices of Keverill, Parliament st, Westminster.
- Morris, Thomas Barnett, Derby, Fish Dealer's Assistant. Aug 30 at 3 at offices of Briggs, Amen alley, Derby.
- Neale, Henry, Leicester, out of business. Sept 2 at 2 at offices of Wright, Belvoir st, Leicester.
- Neave, Charles James, Great Yarmouth, Printer. Sept 3 at 12 at offices of Blake, Hall Quay chambers, Great Yarmouth. Palmer, Great Yarmouth.
- Oates, James Henry, and Samuel Charles Oates, Leeds, Saddlers. Aug 29 at 4 at offices of Pullan, Bank chambers, Park row, Leeds.
- Owen, William, Lianduno, Carnarvon, Ironmonger. Aug 30 at 12 at the Queen's Hotel, Chester. Chamberlain, Lianduno.
- Pace, John, Eisted st, Waiworth, Butcher. Aug 29 at 2 at offices of Lee, Old Jewry chambers.
- Pace, Charles, Denmark villas, Ealing, of no occupation. Aug 28 at 3 at offices of Goran, South Molton st, Oxford.
- Pappe, Frederick, Upper Grange rd, Bermondsey, Oil Merchant. Aug 29 at 11 at the Masons' Arms Tavern, Masons' avenue, Basinghall st, Chalk, Moorgate st.
- Pickford, James John Ferguson, Cheshire, Bootmaker. Aug 24 at 3 at offices of Nordon and Mason, Bridge st, East, Chester.
- Potts, Anthony, Capheaton, Northumberland, Coach Proprietor. Aug 27 at 1 at offices of Wilson, Cullingwood st, Newcastle-upon-Tyne.
- Pritchard, Boaz, Marple, Cheshire, Tea Merchant. Aug 29 at 3 at offices of Brown and Ainsworth, St Peter's gate, Stockport.
- Redgate, Edwin, Sheffield, Sewing Machine Manufacturer. Aug 28 at 11 at offices of Rodgers and Co, Bank st, Sheffield.
- Rhodes, James, Norwich, Felmonger. Aug 30 at 12 at offices of Taylor and Sons, Old Bank buildings, Upper King st, Norwich.
- Richard, John, Llandinat, Carmarthen, Charcoal Manufacturer. Aug 27 at 1 at offices of Smith and Lewis, Cambrian place, Swansea.
- Richardson, Thomas, Tyne Dock, South Shields. Aug 26 at 3 at offices of Mabane, Barrington st, South Shields.
- Ricketts, William Henry, Worcester, Leather Seller. Aug 31 at 11 at offices of Hill, Pierpoint st, Worcester.
- Ridley, Thomas, and William Ridley, Newcastle-upon-Tyne, Millers. Aug 30 at 1 at offices of Clark, Granger st, West, Newcastle-upon-Tyne.
- Roe, Thomas, Laurence Hill, Bristol, Potato Dealer. Aug 24 at 11 at offices of Meeres, Nicholas st, Bristol.
- Rollison, George, George Thomas Rollison, and Thomas Russell Rollison, Upper Footing, Nurserymen. Aug 28 at 3 at offices of Lewis and Co, Old Jewry.
- Shorten, Frank, Kingston-upon-Hull, Paint Manufacturer. Aug 26 at 12 at offices of Macdonald, Moaley st, Newcastle-upon-Tyne.
- Shotton, William Crawford, Blyth, Northumberland, General Dealer. Aug 20 at 1 at offices of Sidney and Son, Bridge st, Blyth.
- Sinclair, William Elias, and George Morgan Johns, Luton, Bedford, Builders. Aug 30 at 11 at the Midland Hotel, Manchester st, Luton. Sheppard and Ewen, Luton.
- Smith, Charles William, Birmingham, Drawing Mounter. Aug 30 at 11 at offices of Preet, Colmore row, Birmingham.
- Smith, Henry, Melton Mowbray, Miller. Aug 29 at 12 at offices of Barker, jun, Market place, Melton Mowbray.
- Smith, John, Long Eaton, Derby, Builder. Aug 30 at 3 at offices of Bright, Town Club chambers, Wheeler gate, Nottingham.
- Smith, John Joseph, Bedford, Corn Merchant. Aug 30 at 2 at offices of Tinkler and Hillhouse, Chancery lane. Mitchell and Webb, Bedford.
- Smith, Joseph, Cheltenham, Plumber. Aug 31 at 10 at offices of Jessop, Church st, Cheltenham.
- Steele, William, Eastbourne, Builder. Aug 24 at 10 at the Crown Hotel, Lewes. Rashleigh, Borough High st, Southwark.
- Strachan, George, Liverpool, out of business. Aug 30 at 2 at offices of Gibson and Bolland, South John st, Liverpool. Tyrer and Co, Liverpool.
- Sykes, Henry, Manchester, Tailor. Sept 2 at 3 at offices of Gardner, Cooper st, Manchester.
- Sykes, Thomas, Laygate, South Shields, Market Gardener. Aug 28 at 11 at offices of Young, King st, South Shields.



Taylor, John, St Helen's, Lancashire, Plumber. Aug 29 at 2 at offices of Mather, Commerce court, Harrington st, Liverpool. Barrow and Cook, St Helen's

Thomas, William, Raabon, Denbigh, Carrier. Aug 31 at 10 at offices of Jones, Henblas st, Wrexham

Thompson, Robert, Walthamstow, Essex, Jobber. Sept 10 at 3 at offices of Foster, Brunswick sq, Bloomsbury

Titcomb, John Edward, Birmingham, Grocer. Aug 28 at 3 at offices of Jacques, Cherry st, Birmingham

Todd, William Hurford, The Mount, Whitechapel rd, Surgeon. Aug 24 at 12 at offices of Benson, Clement's inn, Strand

Trotman, George, Birmingham, Lamp Manufacturer. Aug 27 at 10 at offices of Duke, Temple row, Birmingham

Turner, Benson, Bradford, Dealer in Yarns. Aug 29 at 2 at offices of Peel and Gaunt, Chapel lane, Bradford

Twiss, Thomas Brown, Little Britain, Floss Cloth Manufacturer. Sept 10 at 3 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Child, South sq, Gray's inn

Warner, Joseph, New Clea, Lincoln, Music Teacher. Aug 30 at 3 at offices of Mason, Victoria st south, Great Grimsby

Weeks, George Horatio, Southsea, Engineer in the Royal Navy. Aug 28 at 4 at office of King, North st, Portsmouth

Whitehouse, Jacob, Tipton, Timber Dealer. Aug 29 at 11 at offices of Whitehouse, Castle st, Dudley

Wigglesworth, George Philip Berd, Ratley, out of business. Aug 29 at 3 at offices of Iuberson, Westgate, Dewsbury

Wilde, Thomas, Walsall, Woollen Draper. Aug 28 at 3 at offices of Fallows, Cherry st, Birmingham

Wilson, John Bower, Sheffield, Draper. Aug 30 at 10 at offices of Porrett, Bank st, Sheffield

Windle, Conrad, Bradford, Watch Maker. Aug 28 at 12 at offices of Taylor and Co, Piccadilly, Bradford

Wood, Frederick, Walsall, Lower Broughton, Lancashire, Boiler Maker. Aug 30 at 3 at the Star Hotel, Lower King st, Manchester. Bowden, Manchester

Wood, John, and James Lee Wood, Stalybridge, Tailors. Aug 28 at 3 at the White Bear Hotel, Piccadilly, Manchester. Buckley and Miller, Stalybridge

Wynne, John, Coedpoeth, Denbigh, Grocer. Aug 31 at 12 at offices of Jones, Henblas st, Wrexham

Yelland, Charles, St Stephen's, Cornwall, Farmer. Aug 29 at 3 at 3, Hotel rd, St Austell. Goode and Co, St Austell

TUESDAY, AUG 20, 1878.

Alfred, Joseph, Haxthall, Derby, out of business. Sept 2 at 12 at offices of Haxthall, Full st, Derby

Anderson, Richard, Farnborough, Lancashire, Shopkeeper. Sept 3 at 11 at offices of Wood, King st, Wiran

Banks, Thomas, Redditch, Needle Manufacturer. Aug 29 at 3 at the Great Western Hotel, Moomouth st, Birmingham. Simmons, Birmingham

Bell, Jacob, Wolverhampton, Iron Manufacturer. Sept 3 at 12 at offices of Waterhouse, Queen st, Wolverhampton

Blackburn, George, Middlesbrough, Baker. Aug 27 at 2 at offices of Teale, Albert rd, Middlesbrough

Blackburn, George, Newcastle-upon-Tyne, Draper's Manager. Sept 2 at 3 at offices of Bird, Grey st, Newcastle-upon-Tyne

Elmhurst, Henry, Liverpool, Leather Dealer. Sept 2 at 3 at offices of Whitley and Madcock, Water st, Liverpool

Booth, Henry, Chorlton-upon-Medlock, Furniture Dealer. Sept 2 at 3 at offices of Sale and Co, Booth st, Manchester

Bridges, Joseph, Kingswinford, Cab Proprietor. Aug 30 at 2 at 87, High st, Brierley hill. Homer, Brierley hill

Brown, Jane, Thornbury, Gloucester, Printer. Sept 3 at 12.30 at the Greyhound Hotel, Broadmead, Bristol. Wood and Son, Birmingham

Brown, Robert Kirby, Besford, York, Farmer. Sept 4 at 2 at offices of White, Exchange st, Great Driffield

Burstead, Joseph, and Violetta Cops, Hanley, Grocers. Aug 28 at 3 at offices of Bennett, Piccadilly buildings, Hanley

Canavan, Miles, Cleator Moor, Cumberland, Publican. Sept 3 at 2 at the Globe Hotel, Whitehaven. Whittle, Cleator Moor

Carr, Anthony, Newcastle-under-Lyme, Fish Dealer. Aug 29 at 11 at offices of Stevenson, Cheapside, Hanley

Chapman, Frederick, Aston-juxta-Birmingham, Tailor. Sept 4 at 11 at offices of Robinson and son, Newnall st, Birmingham

Chase, Arthur, Fulham rd, South Kensington, Bookseller. Sent 10 at 3 at offices of Parks and Co, Gresham st, Southall and Co, Birmingham

Clark, Siehen, Hastings, Builder. Aug 31 at 3 at the Havelock Hotel, Havelock rd, Hastings. Hare, Old Broad st

Coates, John, Sunderland, Agricultural Engineer. Aug 29 at 12 at offices of Wright, John st, Sunderland

Conner, Thomas, Princes st, Leicester sq, Foreign Warehouseman. Aug 29 at 3 at the Pantion Hotel, Pantion st, Haymarket. Merriman, Peet's corner, Westminster

Cook, James, Easton rd, Bul'dorf. Sept 2 at 2 at offices of Nichols and Letherdale, Old Jewry chambers. Cannon, King st, Cheapside

Cooke, John, Burton-on-Trent, Builder. Aug 31 at 11 at the Midland Hotel, Station st, Burton-on-Trent. Taylor, Burton-on-Trent

Cura, Francesco, Great Bath st, Clerkenwell, Provision Merchant. Sept 4 at 2 at offices of Webb, Barbican chambers, Barbican

Davis, Frank Isaac, Birmingham, Jewellers' Factor. Aug 30 at 2.30 at the Great Western Hotel, Monmouth st, Birmingham. Webster and Graham, Birmingham

Davison, Adolph, Manchester, Commission Agent. Aug 25 at 3 at offices of Woolley, South King st, Manchester

Dawson, Thomas, Driffield, York, Miller. Sept 4 at 3 at offices of Jennings and Co, Driffield

Dumet, Doudoumi, Warwick rd, Paddington, Gent. Aug 27 at 10 at offices of Fisher and Co, Leicester sq

Dutton, Frederick, Hulme, Draper. Sept 3 at 3 at offices of Sale and Co, Booth st, Manchester

Elliott, Frederick, Northampton, Baker. Aug 27 at 3 at offices of Ashdowne, The Drapery, Northampton

Fallas, Mark, Manchester, Eating house Keeper. Sept 2 at 3 at offices of Leigh, Brown st, Manchester

Fletcher, John, Castleford, Wine Merchant. Aug 28 at 2 at offices of Marks, Townhall chambers, King st, Wakefield

Fisher, Thomas, Northampton, Currier. Aug 29 at 3 at offices of Ashdowne, The Drapery, Northampton

Fuller, Daniel Francis, and Joseph John Fuller, Lowestoft, Boat Builders. Sept 4 at 12 at offices of Blake, Hall Quay chambers, Great Yarmouth. Seary, Lowestoft

Gadd, Isaac Montgomery, Newcastle-upon-Tyne, Commission Agent. Aug 30 at 11 at the Great Northern Hotel, Peterborough. Turner, Newcastle-upon-Tyne

Gardner, Mary Ann, Brecon, Ironmonger. Aug 30 at 2 at offices of Bishop, Wheat st, Brecon

Gill, Charles George, Weybridge, Ironmonger. Sept 5 at 2 at offices of Rodhead, Mark lane

Gill, Eathorne, Bishop's road, Commission Agent. Sept 4 at 12 at offices of Wright, Walbrook

Glascock, Robert, Theberton st, Islington. Aug 30 at 3 at offices of Noon and Clarke, Blomfield st

Godley, Benjamin Heaton, Batley, Mason. Sept 3 at 10 at offices of Wooler, Exchange buildings, Batley

Godnall, Robert, Newton, nr Wakefield, Builder. Aug 28 at 11 at offices of Wainwright and Mason, Townhall chambers, King st, Wakefield

Gowan, Walter, Byker, Newcastle-upon-Tyne, Civil Engineer. Aug 30 at 11 at offices of Keenlyside and Foster, St John's chambers, Granger at west, Newcastle-upon-Tyne

Hardy, John, Dorset st, Baker st, Tailor. Sept 5 at 3 at offices of Stolars, South Molton st, Oxford

Hargreaves, Jacob, Bury, Lancashire, Painter. Sept 2 at 3 at offices of Anderson, Garden st, Bury

Harris, Frederick Harvey Barr, Claremont sq, Goldsmith. Aug 30 at 2 at offices of Spyer and Son, Winchester House, Old Broad st

Hedley, James, Goole, Grocer. Sept 4 at 11 at offices of Passes, Banks terrace, Goole. Hind, Goole

Hodge, John, Liskeard, Baker. Aug 31 at 12.30 at offices of Caunter, Castle hill, Liskeard

Hope, James, Halliwell, Bolton, Provision Dealer. Sept 4 at 11 at offices of Dowling and Urry, Wood st, Bolton

Horne, Joseph, Hincley, Leicester, Hosier Manufacturer. Sept 2 at 3 at offices of Oswon and Dickinson, Friar lane, Leicester

Horridge, Thomas, Manchester, Auctioneer. Sept 2 at 3 at offices of Lawton, Old Mill gate, Manchester

Harold, Walter Samuel, Yeovil, Somerset, Cheese Factor. Aug 31 at 3 at the Red Lion Inn, Yeovil. Wans, Yeovil

Iliffe, John, Lutterworth, Leicester, Sheep Dipper. Sept 2 at 3 at offices of Wright, Belvoir st, Leeds

Jackson, Henry, Leeds, Draper. Aug 31 at 11 at offices of Pullan, Bank chambers, Park row, Leeds

Jacks n, William, Newcastle-upon-Tyne, Clothier. Sept 2 at 2 at offices of Turner, Grainger st, Newcastle-upon-Tyne

James, George, and James Austin Ware, Bristol, Iron Merchants. Sept 2 at 2 at the Grand Hotel, Broad st. Brittan and Co, Bristol

Jarvis, Benjamin, and Thomas Jarvis, Wakefield, Coaca Builders. Sept 3 at 3 at the Royal Hotel, Wakefield. Lister, Wakefield

Jermyn, Emily, Lower Norwood, Surrey, Schoolmistress. Aug 30 at 12 at offices of Rexworthy, Chapsade

John, William, Birmingham, Carriage Furniture Manufacturer. Sept 2 at 3 at offices of Chinn, Waterloo st, Birmingham

Keddie, Henry, Swansea, Wine Merchant. Aug 29 at 11 at offices of Thomas, York place, Swansea

King, James Bray, Spencer place, Goswell rd, Builder. Aug 30 at 4 at offices of Wetherfield, Gresham buildings, Guildhall

Knight, William, Birmingham, Picture Frame Maker. Aug 30 at 11 at offices of Eaden, Bennett's hill, Birmingham

Kohn, Adolph, New Compton st, Soho. Sept 9 at 11 at offices of Wright and Law, High Holborn

Lee, John, Birmingham, out of business. Sept 3 at 3 at offices of Fallows, Cherry st, Birmingham

Lees, Thomas Henry Kenyon, Halifax, Commission Agent. Aug 31 at 12 at the White Lion Hotel, George st, Halifax. Wat-on, Leeds

Levy, Philip, Houndsditch, Wholesale Stationer. Aug 28 at 3 at offices of Barnett, Palmerston buildings, Old Broad st

Lewellen, William, Guildford, Tailor. Sept 4 at 1 at Anderson's Hotel, Fleet st, Durbridge, Guildford

Lewis, George, Liverpool, out of business. Sept 3 at 3 at offices of Quelch, Sir Thomas' buildings, Dale st, Liverpool

Lovell, Thomas, jun, Ascot, Warwick, Farmer. Aug 31 at 11 at the Fox Hotel, Chipping Norton. Wilkins, Chipping Norton

Lowry, Daniel Harrison, Widnes, Grocer. Sept 6 at 2 at offices of Beasley, Victoria rd, Widnes

Maguire, Robert, and Edward Gregg, Manchester, Provision Merchants. Sept 10 at 2 at offices of Addleshaw and Warburton, Norfolk st, Manchester

Mainwaring, Abel, Burslem, Stafford, Refreshment House keeper. Aug 27 at 3 at offices of Bennett, Piccadilly buildings, Hanley

Marks, Samuel, Leeds, Wholesale Clothier. Sept 2 at 3 at offices of Brooke, Bond st

Marwood, Samuel Bailey, Kingston-upon-Hull, Baker. Aug 29 at 3 at offices of Chambers, Scale lane, Kingston-upon-Hull

May, Alfred Henry, Arbour sq, Stepney, Solicitor. Aug 24 at 2 at the Guildhall Tavern, Gresham st. Garrod, Southampton buildings, Chancery lane

McEvoy, Patrick, and James McEvoy, Barnsley, York, Builders. Sept 11 at 3 at offices of Rideal, Chronicle chambers, Barnsley

McKowen, Charles Finglass, and Robert George McKowen, jun, Liverpool, Bookbinders. Sept 2 at 2 at offices of Harris, Union court, Castle st, Liverpool

Mearns, James, Leeds, Draper. Aug 30 at 11 at offices of Hewson, East parade Leeds

Melior, Thomas, Manchester, Woollen Merchant. Sept 12 at 3 at offices of March, Church st, Manchester. Atkinson and Co, Manchester

Merriman, Thomas, Noble st, Falcon sq, Tie Manufacturer. Sept 5 at 3 at offices of Stephen and Rand, Coleman st

Mickman, Joseph, Leeds, Plasterer. Sept 2 at 4 at the Queen's Hotel, Wellington st, Leeds. Atkinson, Bradford

Palmer, Cornelius Stocker, Bishop's rd, Paddington, Jeweller. Sept 6 at 11 at the Inns of Court Hotel, Holborn. Fitoh, Featherstone buildings, Holborn

Perry, Samuel, Chancery, Marioneth, Grocer. Aug 31 at 1 at the Wynnstay Arms Hotel, Raabon. James, Corwen

Peake, Josiah, East Harling, Norfolk, Licensed Victualler. Sept 2 at 3 offices of Sadd and Linay, Norwich  
 Ferry, Frank, Pontypool, Painter. Sept 9 at 12 at offices of Danney, Albion chambers, Newport  
 Phillips, Edwin, Shrewsbury, Labourer. Sept 2 at 3 at offices of Chandler, Talbot chambers, Shrewsbury  
 Foote, Richard, Exeter, Harb. Pensioner from H.M.'s Royal Navy. Aug 31 at 11 at offices of Whitehall, Union st, Portsea  
 Poilard, Adam, Bailey, York, Rag Grinder. Sept 9 at 2.30 at offices of Stapleton, Union st, Dewsbury  
 Port, Frederick, Wolverhampton, Cabinet Maker. Aug 31 at 2 at the Talbot Hotel, Queen st, Wolverhampton. Rhodes, Wolverhampton  
 Reeves, Samuel William, Thames Ditton, Surrey, Newspaper Reporter. Aug 28 at 1 at offices of Watkin, Gray's inn sq  
 Reynolds, Frederick Henry, Pritchard's rd, Hackney rd, Coal Merchant. Sept 2 at 2 at the Guildhall Tavern, Gresham st. Baddeley and Sons, Leman st  
 Reynolds, William, Sevenoaks, Tailor. Sept 5 at 1 at offices of Stollard, South Molton st  
 Riddiough, Lawrence, Barnsley, York, Cloggar. Sept 3 at 12 at offices of Gray, Eastgate, Barnsley  
 Roberts, Thomas, Llandderfel, Merioneth, Farmer. Sept 3 at 11 at the Owen Glyndwr Hotel, Corwen. Lloyd and Roberts, Ruthin  
 Robinson, James, Sheerness, Kent, Schoolmaster. Sept 11 at 10.30 at offices of Gibson, High st, Sittingbourne  
 Rogers, William Henry, and James Beech, Manchester, Merchants. Sept 5 at 2 at offices of Minor, Brown st, Manchester  
 Royle, William, Bolton, Grocer. Aug 29 at 3 at offices of Dawson, Wood st, Bolton  
 Sarner, Samuel Edward, Brixton rd, Upholsterer. Sept 5 at 3 at offices of Lumley and Lumley, Conduit st, Bond st  
 Slade, Francis Henry, Cleobury Mortimer, Salop, out of business. Aug 29 at 3 at offices of Talbot, Church st, Kipderminster  
 Smith, Samuel, West Harlepool, no occupation. Sept 2 at 12 at offices of Wilson, Church st, West Harlepool  
 Smith, William, Rhodes, Lancashire, Cotton Doubler. Sept 5 at 3 at the Mitre Hotel, Cathedral steps, Manchester. Clerk, Oltham  
 Somers, Lawrence, Abraham, Tottenham court rd, Dealer in Photographs. Aug 27 at 3 at the Mason's Hall Tavern, Mason's avenue, Basinghall st. Crozier, King William st  
 Southall, Esal, Rowley Regis, Stafford, Licensed Victualler. Aug 30 at 11 at offices of Shakespeare, Church st, Oldbury  
 Stafford, George, Barrow-in-Furness, Hotel Proprietor. Sept 5 at 11 at the Ship Hotel, Barrow-in-Furness. Garnett, Barrow-in-Furness  
 Stephens, Edwin, Leeds, Greengrocer. Sept 2 at 3 at Wharton's Hotel, Park lane, Leeds  
 Summers, Edmund George, North Repps, Norfolk, Wheelwright. Aug 30 at 3 at offices of Sadd and Linay, Norwich  
 Thomas, David, Whitland, Carmarthen, Cabinet Maker. Sept 3 at 11 at offices of Griffiths, St Mary st, Carmarthen  
 Thomas, John, South Shields, Builder. Sept 2 at 3 at offices of Osborne, King st, South Shields  
 Thompson, George, Sunderland, Wine and Spirit Merchant. Sept 3 at 11 at offices of Graham, John st, Sunderland  
 Topp, William, Ely, Cambridge, Builder. Sept 3 at 3 at the Bell Hotel, Ely. Hall, Ely  
 Vann, George, Small Heath, Birmingham, Builder. Aug 28 at 11 at offices of Eden, Bennett's hill, Birmingham  
 Wadsworth, Joseph, Sowerby bridge, nr Halifax, Basket Maker. Sept 3 at 4 at offices of Rhodes, Horton st, Halifax  
 Walley, Thomas, Blackburn, Cotton Spinner. Aug 30 at 11 at the Mitre Hotel, Cathedral yard, Manchester. Radcliffe, Blackburn  
 Watkins, Thomas, Aberdare, Butcher. Aug 31 at 11 at offices of Seddoe, Canon st, Aberdare  
 Welch, George, Chard, Somerset, Brewer's Traveller. Aug 30 at 1 at offices of Dommett and Canning, High st, Chard  
 Weston, Robert, Askan-in-Furness, Lancashire, Grocer. Sept 9 at 11.30 at the Vulcan Hotel, Askan-in-Furness, Bawlinston  
 Whitfield, Thomas, Wetherall, Cumberland, Gardener. Aug 29 at 3 at offices of Bende, Hodgson's court, Scotch st, Carlisle  
 Widridge, John, Worthington, Cumberland, Draper. Sept 2 at 11 at the Green Dragon Hotel, Portland sq, Worthington. Whitlock, Worthington  
 Williams, Frederick, Morriston, nr Swansea, Boot Maker. Aug 30 at 2 at offices of Sibby, Exchange (West), Bristol  
 Williams, Margaret Mary, Hereford rd, Bayswater, Lodging house keeper. Sept 3 at 12 at offices of Sampson, Marylebone rd  
 Wilson, John Joseph, Middlesbrough, Baker. Aug 27 at 12 at offices of Teale, Middlesbrough  
 Wood, John, and Abraham Rolfe, Birmingham, Builders. Sept 13 at 3 at offices of Caddick, New st, West Bromwich  
 Woodcock, John, Great Horton, Bradford, Coal Merchant. Sept 4 at 11 at offices of Hutchinson, Piccadilly chambers, Piccadilly, Bradford  
 Wray, Robert, Knottingley, York, Coal Merchant. Sept 3 at 2 at office of Kaberry, Postetract

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